



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5463024  
Dated/दिनांक : 08-10-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-10-2024 20:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-10-2024 20:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Gujarat
Department Name/विभाग का नाम	Urban Development And Urban Housing Department Gujarat
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Bhavnagar Municipal Corporation
Total Quantity/कुल मात्रा	144
Item Category/मद केटेगरी	Stationary Valve Regulated Lead Acid Batteries (V2) as per IS 15549 (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	8 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	50 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

<b>Bid Details/बिड विवरण</b>	
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	50 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	2000000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	20000

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	39

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### **Beneficiary/लाभार्थी :**

Commissioner  
Bhavnagar Municipal Corporation, Urban Development and Urban Housing Department Gujarat, N/A,  
(Commissioner, Bhavnagar Municipal Corporation)

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## Stationary Valve Regulated Lead Acid Batteries (V2) As Per IS 15549 ( 144 pieces )

### Technical Specifications/तकनीकी विशिष्टियाँ

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic	<b>Battery voltage (in volt)</b>	12
	<b>Battery capacity (in Ah)</b>	75
Construction	Material of container	Polypropylene co-polymer (PPCP)
	<b>Number of cells per battery</b>	6 Cells for 12 Volt Battery
	Method of connections between cells	Bolted
Warranty and Marking	<b>Warranty (in years)</b>	3 Or higher

**Additional Specification Parameters - Stationary Valve Regulated Lead Acid Batteries (V2) As Per IS 15549 ( 144 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Scope of Work	1. Supply, Installation, Testing and commissioning of 144 Nos SMF battery 2. Transportation is in vendor's scope. 3. Dismantle the old battery and install the new batteries is in vendor's scope.
Allowed Brands	AMARON/QUANTA or EXIDE Or Luminous

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arvindbhai Gatorbhai Mer	364001,Bhavnagar Municipal Corporation, Mangalsihji Road, Bhavnagar	144	30

**Buyback Detail**

Item Name	SMF Battery
Item Description	12V/75AH Quanta(AMARON) SMF-VRLA Battery
Serial No.	108488 108495 108499 108516
Model	12AL075
Brand	Quanta(AMAROM)
Year of Manufacturing	2018
Purchase On	2018-06-26
Age	
Size	
Rating	
Quantity	144
Unit	NA
Remark	
Uploaded Image	<a href="#">View Uploaded Image</a>

**Disclaimer/अस्वीकरण**

The vendor will be responsible for the un-installation of Buyback items.

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## Special terms and conditions-Version:1 effective from 19-08-2024 for category Stationary Valve Regulated Lead Acid Batteries (V2) as per IS 15549

1. Battery serial number list to be furnished by the seller along with the supply of the battery to the buyer.

## Buyer Added Bid Specific Terms and Conditions/क्रिता द्वारा

जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### 2. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

### 3. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

### 4. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

### 5. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:

Existing UPS

### 6. Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

yes

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### 7. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## **8. Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

## **9. Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

## **10. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## **11. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## **12. Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## **13. Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

## **14. Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or

(ii) Two orders of at least 20% each of estimated bid value; or

(iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

## 15. Generic

### OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

cost of site visiting is bidders scope

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

## 16. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Commissioner, Bhavanagar Municipal corporation  
payable at  
Bhavnagar

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 17. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**





# BHAVNAGAR MUNICIPAL CORPORATION

Sir Mangalsinhji Road, Kalanala, Bhavnagar

## TENDER DOCUMENTS

**FOR**

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND  
MAINTANANCE OF (12V/75AH SMF) BATTERY FOR UPS AT  
BHAVNAGAR MUNICIPAL CORPORATION(BMC) WITH BUYBACK OF  
OLDER BATTERIES  
(WITH 3 YEARS OF ON-SITE COMPREHENSIVE WARRANTY)  
(THIRD ATTEMPT)**

**TENDER NO:BMC/COMPUTER/3.2/2024-25**

**COMPUTER DEPARTMENT,  
BHAVNAGAR MUNICIPAL CORPORATION,  
BHAVNAGAR, GUJARAT**

**OCTOBER – 2024**

## **SECTION-1 : INSTRUCTION TO SUBMIT BID**

Online Bids need to be submitted on <https://gem.gov.in>. The tenders shall be of 2 bid system (Technical Bid & Commercial Bid). Manual bids will not be accepted. While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.

**1.1 SUBMISSION OF EMD:** Bidder has to submit Earnest Money Deposit (EMD) is Rs.20,000/- (Twenty Thousand Only) in form of Demand Draft through online and original Demand Draft should be send physically before 28/10/2024.

Demand Draft of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks or Rural Banks (operating in India having branch at Bhavnagar) in the name of “**Commissioner, Bhavnagar Municipal Corporation**” payable at Bhavnagar and must be submitted

**1.2 SUBMISSION OF TECHNICAL BID :** The bidder should upload the scanned copy of the entire following documents as part of the Technical bid and same should be send physically before 28/10/2024.

Sr. No	Type of Documets
1	Bid letter as per Annexure-A
2	Firm Registration Certificate like Memorandum and article of association or certificate of incorporation or partnership deed or registration certificate issued by registrar of firm/MSME etc.
3	Authorization letter for signing the bid document on behalf of the bidder as per Annexure-B
4	Annual turnover certificate for the last 3 years (Financial Year 2021-22, 2022-23 & 2023-24) as per Annexure-C
5	Income Tax returns for the last 3 years(Financial Year 2021-22, 2022-23 & 2023-24)
6	GST Registration Certificate
7	PAN Card
8	E.P.F. Registration Certificate (If EPF not applicable, then bidder has to provide “Disclosure of EPF not applicable” as per Annexure-D)
9	E.S.I.C. Registration Certificate. (If ESIC not applicable, then bidder has to provide “Disclosure of ESIC not applicable” as per Annexure–E)
10	Non-Blacklist declaration as per Annexure:-F [A self-declaration (as per Annexure-F) on Rs.100/- stamp paper and it should be original government notarized copy or duly attested by the First class Magistrate]

Sr. No	Type of Documets
11	References of work experience as per Annexure-G <b>Note:</b> Provide copies of Purchase Order(PO) / Work Order(WO) for proof of experience.
12	Bidder or OEM should have ISO certificate and Furnish same
13	OEM Authorization Certificate as per annexure-H Or OEM Authorization letter/Manufacturers Authorization form(MAF) in company's standard format with customer's name and GeM bid number on it.
14	Compliance sheet as per Annexure-I
15	Staff detail with complete escalation channel as per Annexure-J
16	Site visit certificate issued by Computer Department of Bhavnagar Municipal Corporation Or Site visit certificate issued by computer department of Bhavnagar Municipal Corporation during first/second attempt of this tender.

Note:-**Bidder MUST NOT mention rates in Technical Bid.**

### 1.3 SUBMISSION OF COMMERCIAL BID :

Commercial/Price bid must be submitted online only on <https://gem.gov.in> portal. Price should be quote with inclusive of all Taxes.

### 1.4 HOW TO SUBMIT HARD COPY OF TENDER DOCUMENTS/COVER

#### 1.4.1 EMD COVER

The EMD must be submitted in a separate cover and this cover must be superscripted as “EMD, Agency Name, Tender No and Tender Name”.

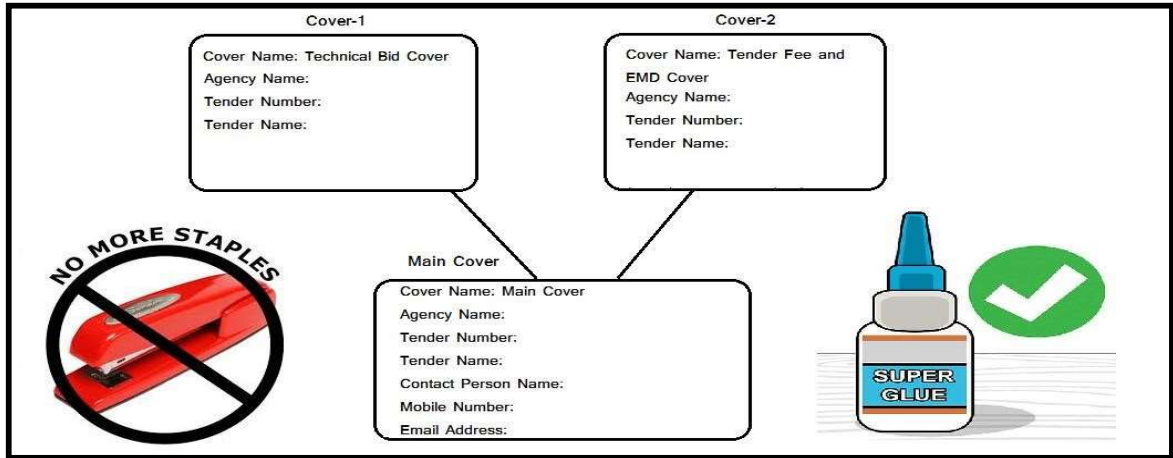
#### 1.4.2 TECHNICAL BID COVER

The technical bid must be submitted in a separate cover and this cover must be Superscripted as “Technical Bid, Agency Name, Tender No and Tender Name”.

#### 1.4.3 MAIN TENDER COVER

- a) Technical Bid cover and EMD cover wrapped in main tender cover (Hard Copy) shall accepted by Bhavnagar Municipal Corporation by only Register A.D or Speed Post.
- b) Technical Bid and EMD cover must be submitted in a single cover and **this cover must be superscripted as “Agency Name, Tender No, Tender Name, Contact person name, Mobile number, Email Address”** and shall be submitted to the “EDP Manager, Computer Dept., BHAVNAGAR MUNICIPAL CORPORATION, Opp. Big Bazaar, Sir Mangalsinhji Road, Bhavnagar-364001” on or before Date 28/10/2024.
- c) Tenders received after due date will be rejected.
- d) BMC can open main Tender cover/technical bid cover to return EMD. If EMD is not found in separate cover as mentioned above.

- e) The tenders (which does not have any work related indication on envelop) which may get opened before the due date are liable to be rejected.
- f) Original tender documents must be submitted as it is without any modification, with duly sealed & signed on all the tender pages to confirm its reading and understanding clearly.
- g) Each and every documents attached with the tender must be a self-attested. Kindly don't attach extra documents which are not required.



## **SECTION 2 : SITE VISIT REQUIREMENT**

- 2.1 It is mandatory for all prospective bidder to undertake a site visit before submitting the bids.**  
The purpose of site visit is for on-site physical assessment of the existing battery setup and comprehensive understanding of site requirement as well as the compatibility of the battery to quoted battery to the existing UPS.
- 2.2** Bidders are required to arrange their own site visit and cover all cost associated with it.
- 2.3** Bidder must ensure that they have obtained all necessary information and have a complete understanding of the site requirement before submitting their bids.
- 2.4** If the supplied batteries found incompatible or below par to its specification at the time of supply, The commissioner, Bhavnagar municipal corporation reserved right to demand compatible version of such battery or deal will be consider null void and order will be cancelled.
- 2.5 Bidders are required to arrange site visit between Date: 08/10/2024 to 23/10/2024 during office hours in working days.**
- 2.6** Site Visit Address : Computer Department, BHAVNAGAR MUNICIPAL CORPOTATION, Opp. Smart Bazaar, Sir Mangalsinhji Road, Bhavnagar-364001

### **SECTION 3 : SCOPE OF THE WORK**

- 3.1** Removal and taking back of old batteries(under buy back) and Supply, installation, testing and commissioning and maintenance of new SMF(12V/75AH) based UPS batteries in existing battery stand with existing connecting cable etc.
- 3.2** In case the existing stand and connecting cables do not suit for installation of new batteries, the successful bidder has to provide new battery stand and copper connecting cable at their cost.
- 3.3** Dismantle the old battery, install the new battery and Integration with existing UPS.
- 3.4** 3 years onsite comprehensive warranty.
- 3.5** Documentation : The supplier shall provide following documents
  - a) Installation Report
  - b) Warranty Certificate
- 3.6** Health check-up/PM and service of installed battery on Quarterly basis during warranty period.

## **SECTION 4 : ADDITIONAL TERMS AND CONDITIONS**

### **4.1 BIDDER**

Should be either Original Equipment Manufacturer(OEM) or authorized distributor/dealer/channel partner/reseller of relevant Product.

### **4.2 BID OPENING & EVALUTION**

- a) Technical proposals will be evaluated on the basis of compliance to eligibility criteria, technical specification and other terms & condition, stipulated in the tender documents.
- b) Financial proposal will be opened only of those bidders who qualify in the technical evaluation.
- c) The committee reserves the right to reject any or all the tenders without assigning any reason thereof.
- d) Financial bids with lowest price quotation for the assignment will be considered for negotiations and award of Bid.

### **4.3 OEM AUTHORIZATION**

- a) Bidders, if not OEM, should have authorization from manufacturer for supply, installation, commissioning, services etc. of the quoted items.
- b) They should submit an Authorization Letter from OEM (in original) standing that the bidder is the authorized distributor/dealer for this item as per annexure-H.

### **4.4 SERVICE CENTER**

- a) The Bidders must have Service Center in the state of Gujarat and must conform to norms of the Government pertaining to registration and taxation.
- b) The bidder or OEM should furnish the escalation matrix including names, location, complete postal address, telephone numbers of all technical support centers and also alternate contact person including bidders.

### **4.5 ON-SITE COMPREHENSIVE WARRANTY**

- a) The bidder must provide on-site comprehensive warranty for minimum 3 years from the date of successful installation of batteries.
- b) In case of any defect in supply or any performance related problem observed during warranty period, the bidder shall have to replace the defected battery with new battery of same technical specification and same model without any additional cost to the purchaser.
- c) If any coordination require with the OEM during the warranty period for support it should be carried out by the bidder's engineers.
- d) Successful bidder has to represent physical warranty certificate or softcopy of warranty certificate or web-registered warranty certificate related on OEM's website.
- e) In case, bidder does not provide satisfactory support & doing unwanted delay in providing on-site comprehensive warranty support, Commissioner, Bhavnagar Municipal Corporation reserves right to replace the equipment at risk & cost of the bidder.

### **4.6 COMPLAINT REDRESSAL DURING WARRANTY**

- a) During warranty period any complaint shall be attended and resolved within time of 72 hours on 24X7 basis.

- b) If the complaint is not resolved within 72 hours, the penalty will be charged @0.5% of the contract value for each week of delay from the bidder. The amount of penalty will be recovered from the Security Deposit. Penalty shall be subject to a maximum limit of 5% of the total contract value.

#### **4.7 DATE OF MANUFACTURING OF BATTERIES**

The battery(s) supplied should be of recent stock and manufacturing date should not be greater than 6 months from the date of supply.

#### **4.8 DELIVERY AND INSTALLATION OF BATTERY(S)**

- a) The delivery and installation process should be completed within 30 days from the date of receipt of purchase order. The installation report should contain installed batteries details along with all other relevant details. Delay in the process will attract a penalty or order is liable to be cancelled.
- b) The manufacturer or supplier will do installation of battery(s) with UPS at respective office with the help of fully trained persons. For any mishap/accident or any careless conduct during replacement of batteries, the manufacturer or supplier will be fully responsible.
- c) The supplier will be responsible for all unpacking old assemblies and done new wiring and installation cabling between UPS/Battery and connecting the power supplies. The supplier will test all UPS operations and accomplish all adjustment necessary for successful operation of UPS.
- d) The successful bidder required to dismantle the old batteries and install the new batteries, No assistance from the department will be provided in this regards, for installation and taking away the buyback batteries bidder will have to inform at least two working days in advance of the intended date of installation and lifting old battery.
- e) The bidder has to bring his own vehicle for lifting the items and employee his own labours and other items as required for packaging and lifting of the materials no assistance will be rendered in this regards by BMC.
- f) **If it is found that existing stand and connecting cable do not suit for installation of new batteries, the successful bidder has to provide new battery stand and copper connecting cable at no extra cost to Bhavnagar Municipal Corporation.**
- g) At the time of installation of the battery, some additional HW or additional items are required to complete the installation, which was not included in Bidder's original list of deliverables/BOM, then the Bidder is required to supply such items to ensure the completeness at no extra cost to Bhavnagar Municipal Corporation. The proposed solution shall be inclusive of installation /services /Accessories cost

#### **4.9 TESTING AND IMPLEMENTATION**

- a) Successful Bidder has to ensure that the Battery is completely operational as per the requirements in this RFP and all the tests are successfully concluded as per satisfaction of BMC.
- b) Bhavnagar Municipal Corporation reserves the right to inspect equipment and other required materials/items. Successful Bidder must have to use **ISI marked** items/materials/peripheral for any extra supportive items/ materials required during execution of this project. Any inspected goods fail for confirm to specification after installation, Bhavnagar Municipal Corporation may reject them and the Successful



Bidder shall have to replace the rejected goods. Inspection of rest of material shall be done at site.

#### **4.10 SUPPORT TO PROVIDE OPERATION & MAINTENANCE SERVICES**

- a) The selected bidder's service Engineer has to check health check-up/PM and service all the supplied & installed battery and submit the report on Quarterly basis (once in every 3 Month) and when required by BMC.
- b) During a health check-up, if the battery is found to be in a non-functional condition/defective the successful bidder is required to replace the battery with same make and model, at no additional cost to BMC.
- c) All the expense for Transportation, Repair, Replacement service, Meetings, PM and all other services required by BMC would be borne by the successful bidder.
- d) The BMC may, during the warranty period, shift the equipment to other location(s) within the Bhavnagar city. The bidder needs to ensure that the OEMs and bidders warranty and support is valid. Further, bidder undertakes to continue to provide on-site comprehensive warranty and support the goods at the new location at no additional cost to BMC.
- e) Bidder will be informed about old and new location/office details as and when the BMC decides to shift the UPS Battery within Bhavnagar city due to operational requirements. Bidder will deploy resource(s) for decommissioning of respective equipment at old location and Commissioning of equipment at new location at no additional cost.
- f) The change towards packing, transportation and all other related charges for Battery in the event of Fault or replacement would be borne by the bidder.
- g) The bidder should also provide support for un-mounting and mounting of Battery and other components from the rack in the event of reallocation of racks or changes made at site based on BMC's requirements.
- h) BMC reserves the rights to increase or decrease the quantity of any item upto 50%, till next 180 days from PO/LOI date, without increasing the quoted/accepted rates.

#### **4.11 PENALTY CLAUSE FOR DELAY IN DELIVERY & INSTALLATION**

- a) If the bidder fails to deliver and install the batteries within the time limit as mentioned in the bid, then penalty of 0.5% of contract value for delay in delivery & installation shall be charged for each week of delay from the Bidder.
- b) Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Security Deposit/PBG of the bidder will be forfeited.
- c) In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.
- d) Municipal Commissioner has all the rights reserved to reject any/all tender and no Clarification need to be given to the party.

#### **4.12 THE EMD SUBMITTED BY THE BIDDER MAY BE FORFEITED**

- a) Successful bidder fails to deposit security deposit/performance guarantee within the period specified in the tender.
- b) Successful bidder fails to execute an agreement within specified time as per intimation/request of BMC.
- c) Successful bidder withdraws his tender of backs out after acceptance.

- d) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding documents.
- e) Bidder revises any of the item quoted during the validity period.
- f) Bidder is found to have indulged in fraudulent practices in the bid submission process.

#### **4.13 SECURITY DEPOSIT(PBG)**

- a) Successful bidder will have to separately submit Security deposit of **5% of the final contract amount** in the form of DD / cheque / Bank guarantee of any Nationalized Bank(Non-SBI) including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks or Rural Banks(operating in India having branch at Bhavnagar) Except SBI in the name of “Commissioner, Bhavnagar Municipal Corporation” payable at Bhavnagar.
- b) Successful bidder will have to separately submit security deposit within 30 days from the date of bid awarded (for warranty period + extra 3 Months).
- c) Bank guarantee should be valid for 3 month beyond the date of completion of all contract obligations/warranty period.
- d) Security deposit will be repaid without interest after completion of said work of this RPF.
- e) If the bidder/agency fails to complete the work or if the work is left incomplete in between BMC will forfeit the security deposit and black list the agency.

#### **4.14 REJECTION OF THE BID**

BMC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- a) Submitted the Proposal documents after the response deadline.
- b) Made misleading or false representations in the forms, statements and attachments submitted as per the requirements.
- c) Exhibited a record of poor performance such as doing abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- d) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e) Failed to provide clarifications related thereto, when sought.
- f) Declared ineligible by the Government of Gujarat, or any of the PSU in the State Government, for corrupt and fraudulent practices or has been blacklisted by State Government of Gujarat or Government of India.
- g) Submitted a proposal with price adjustment / variation provision.
- h) Offered products must be completely matched with the specifications mentioned in the tender Document; any downside deviation will lead to the disqualification of the bidder.
- i) Any undesirable approach/means at any point of time during the tender process shall result in immediate disqualification of the bidder from the tender process.
- j) Conditional proposal will be outright rejected.
- k) If the bidder does not make Site visit or not submitted site visit Certificate issue by Department.
- l) If EMD are not found enclosed in cover, than the tender will be out right rejected.

#### **4.15 MODE OF BILLING AND PAYMENTS**

- a) 100% payment would be made on successful installation of the product and submission of performance guarantee (5% of total amount) which will be valid for 39 months from the date of acceptance. No advanced payment will be given.
- b) Successful bidder has to submit following documents to process of payment:
  - i. Invoice copy in duplicate
  - ii. Delivery Challan
  - iii. Installation Report
  - iv. Proof of on-site comprehensive Warranty (physical/ electronic proof by OEM)
- c) If the work is not satisfactory and according to the agreed work program/schedule the payment may be withheld until such times the Bidder rectifies the required shortfall. The Bidders shall thereupon promptly make any necessary corrections, and upon completion of such correction, the foregoing process shall be repeated.
- d) All payments under this contract shall be made to the accounts of the Bidders with the Bidders Banker.

#### **4.16 DISPUTE REDRESSAL**

In case of any dispute or differences, only courts of Bhavnagar shall have jurisdiction in all Matters arising out or connected with this tender. Further the agreement is subjected to Law of India.

#### **4.17 ACCIDENT OR INJURY TO WORKMAN**

- a) The BMC shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor.
- b) The Contractor shall indemnify and keep indemnified BMC against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

## **SECTION 5 : PRE-BID MEETING**

- 5.1** The purpose of the pre-bid meeting will be to clarify doubts/queries/issues and answer queries that the bidders might have.
- 5.2** Bidders are requested to submit their queries in writing to reach the purchaser not later than 24 hours before the meeting.
- 5.3** No queries will be entertained from the bidder after the cut-off date and time.
- 5.4** The participants for the Pre-Bid Meeting have to carry a signed authorization letter.
- 5.5** **Date and Time of Pre-Bid Meeting** :- Dt.16/10/2024, 12:00 P.M
- 5.6** **Venue of Pre-Bid Meeting** :- Office of DMC(G), Bhavnagar Municipal Corporation, Sir Mangalsinhiji Road, Near Kalanala, Bhavnagar-364001.

## ANNEXURE-A

### Bid Letter

(On bidder's letter head with duly seal and signed by authorized person)

Date: dd/mm/yyyy

To.  
The Commissioner Shree,  
Bhavnagar Municipal Corporation,  
Sir Mangalsinhji Road, Bhavnagar-364001

**SUBJECT: SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTANANCE OF (12V/75AH SMF) BATTERY FOR UPS AT BHAVNAGAR MUNICIPAL CORPORATION(BMC) WITH BUYBACK OF OLDER BATTERIES (WITH 3 YEARS OF ON-SITE COMPREHENSIVE WARRANTY)**

Respected Sir,

We here by submitting our offer in full compliance with terms & conditions mentioned in for this bid. Our offer is submitted in two separate and sealed envelopes marked as Technical Bid & Tender EMD and we have submitted Financial Bid online through GeM portal. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the bidder. We here by agree with that non-compliance in any terms & conditions mentioned in this tender document will result in rejection of our bid and we will abide by any decision taken in this regards by BMC authority.

We hereby certify that the person signing the tender is fully complying the 3<sup>rd</sup> clause of **1.2 : SUBMISSION OF TECHNICAL BID**.

We are aware that Commissioner, BMC reserves all rights to reject all/any of the offers without assigning reason thereof and Commissioner, BMC reserves the right to allot the work to any of the agencies without assigning any reason/s thereof.

We do hereby undertake that, until a formal contract is prepared and executed, this bid, together with notification of award of contract, shall constitute a binding contract between us.

**Signature of Bidder (with official seal)**

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

**Address :** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date :** \_\_\_\_\_

**Mobile No :** \_\_\_\_\_

**Place :** \_\_\_\_\_

**E-mail address :** \_\_\_\_\_

**ANNEXURE-B**  
**LETTER OF AUTHORITY**

**(On bidder's letter head with duly seal and signed by authorized person)**

To,  
The Commissioner Shree,  
Bhavnagar Municipal Corporation,  
Bhavnagar

**SUBJECT: SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTANANCE OF  
(12V/75AH SMF) BATTERY FOR UPS AT BHAVNAGAR MUNICIPAL  
CORPORATION(BMC) WITH BUYBACK OF OLDER BATTERIES (WITH 3 YEARS OF  
ON-SITE COMPREHENSIVE WARRANTY)**

Dear Sir,

We, ..... (Bidder's Name), do hereby authorize  
Shri/Smt.....holding the post of  
..... in our organization to represent our organization in this tender and to  
carry out all the formalities relating thereto.

Yours Faithfully

Date :-  
Place :-

Sd. /-  
(Name and Designation)

**ANNEXURE-C**  
**AGENCY TURNOVER**

(To be submitted on Chartered Accountant's Letter head)

Name of the Firm : .....

GST Details : .....

PAN Details : .....

Period	Turnover in Rs.
2021-22	
2022-23	
2023-24	

It is certified that the details provided above are corrected and I have gone through relevant records to come out with the figures quoted above.

Place :- .....

Date :- .....

**SIGN & SEAL of Chartered Accountant**

**ANNEXURE-D**

**Disclosure of EPF not applicable**

**(On bidder’s letter head with duly seal and signed by authorized person)**

**CERTIFICATE**

Our Organization/agency ..... applied bid for “SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTANANCE OF (12V/75AH SMF) BATTERY FOR UPS AT BHAVNAGAR MUNICIPAL CORPORATION(BMC) WITH BUYBACK OF OLDER BATTERIES (WITH 3 YEARS OF ON-SITE COMPREHENSIVE WARRANTY)” Procured by Computer Department, Bhavnagar Municipal Corporation. We declare that our organization is not registered under EPF. In future if any question or liability arising under EPF rule shall be the sole responsibility of our organization/agency.

Authorized Person sing/Stamp: .....

Authorized Person Name: .....



**ANNEXURE-E**

**Disclosure of ESIC not applicable**

**(On bidder’s letter head with duly seal and signed by authorized person)**

**CERTIFICATE**

Our Organization/agency ..... applied bid for “SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTANANCE OF (12V/75AH SMF) BATTERY FOR UPS AT BHAVNAGAR MUNICIPAL CORPORATION(BMC) WITH BUYBACK OF OLDER BATTERIES (WITH 3 YEARS OF ON-SITE COMPREHENSIVE WARRANTY)” Procured by Computer Department, Bhavnagar Municipal Corporation(BMC). We declare that our organization is not registered under E.S.I.C rule. A certificate of which is hereby given. In future if any question or liability arising under E.S.I.C rule shall be the sole responsibility of our organization/agency.

Authorized Person sing/Stamp : .....

Authorized Person Name : .....

**ANNEXURE-F**

**Non-Blacklisting Certificate**

(On Non judicial Stamp paper of Rs.100/- duly attested by the First class Magistrate/  
Notary Public)

I M/s. ....(Bidder),  
.....(the names and address of  
the registered office) hereby certify and confirm that we or any of our promoter/s  
/director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or  
blacklisted by any state government or central government / department / agency in  
India from participating in Project/s, either individually or as member of a sub-  
contractor as on the .....(Bid submission Date), rejection in case any  
material misrepresentation is made or discovered with regard to the requirements.

We further confirm that we are aware that our Application for the captioned Project  
would be liable for this Tender at any stage of the Bidding Process or thereafter during  
the agreement period. Dated this ..... Day of ..... 2024.

Name of the Bidder .....

Signature of the Authorized person .....

Name of the Authorized Person .....

**ANNEXURE-G**

**RELEVANT WORK EXPERIENCE DETAILS**

(On bidder's letter head with duly seal and signed by authorized person)

<b>Sr. No.</b>	<b>Name of the Dept./Organization where Supply was done</b>	<b>Supply Order Date</b>	<b>Supply Order Quantity</b>	<b>Supply Order Value</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Place :- .....

Date :- .....

**AUTHORISED SIGNATORY OF THE FIRM WITH SEAL**

**ANNEXURE-H**

**OEM Authorization Letter**

(On OEM's letter head with duly seal and signed by authorized person)

Date: \_\_/\_\_/\_\_\_\_

To:  
The Commissioner Shree,  
Bhavnagar Municipal Corporation,  
Sir Mangalsinhji Road, Bhavnagar-364001

**Subject:** OEM Authorization Certificate for GeM Bid No: .....

Respected Sir,

We manufacturers of original equipment's at (*address of factory*) .....  
.....do hereby authorize M/s.  
(*Name and address of Bidder*).....  
.....to submit a bid,  
negotiate and receive the order from you against your tender enquiry/GeM Bid No  
.....in Gujarat region.

We hereby extend our full guarantee and warranty in accordance with the all Terms and Conditions of above said tender enquiry/bid with respect to the equipment (Battery) offered by the above firm. All the warranty and post-warranty services will be provided by one of our authorized service centers.

Yours faithfully,

Name: .....

Name of manufactures: .....

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

## ANNEXURE-I

### Compliance Sheet

<b>Sr. No</b>	<b>Specification</b>	<b>Specification Value</b>	<b>Matched / Not Matched</b>	<b>Deviation /Remarks (If any)</b>
1	MAKE	AMARON/EXIDE/LUMINOUS		
2	Manufacturing year	January-2024 or later		
3	Nominal Voltage	12V		
4	Rated Capacity	75Ah/ 27°C		
5	Weight (±5%)	23.0 Kg Aproximate		
6	BATTERY TYPE	Sealed maintenance free and VRLA type		
7	Terminal Type	Bolted		
8	Case Material(Container & cover)	Polypropylene co-polymer material (PPCP)		
9	Operating Temp. range	-20°C to +60°C		
10	Certification	ISI Mark		

**ANNEXURE-J**

**ESCALATION MATRIX**

(To be submitted on Firm's Letter head)

Name of the Firm : .....

	<b>Name</b>	<b>Contact Number</b>	<b>Designation</b>	<b>Turn Around Time (TAT)</b>
Level 1				
Level 2				
Level 3				
Level 4				

Place :- .....

Date :- .....

**AUTHORISED SIGNATORY OF THE FIRM WITH SEAL**