



# OFFICE OF THE GUWAHATI MUNICIPAL CORPORATION

No: GNZ/GE-36/2002-03/87

Date: 29/07/2023

## Request for Bids (RFB)

The Commissioner, Guwahati Municipal Corporation, Guwahati invites bids (two cover system **Technical & Financial Bid (attached with a court fee stamp of Rs 8.25/-)**) from reputed Manufacturers/Suppliers **for entering into a Rate contract (for a period of 1 year)** for “Supply of Uniforms for Municipal Corporation Police”. Detail term and condition is uploaded in the official website [www.gmc.assam.gov.in](http://www.gmc.assam.gov.in) & [sppp.assam.gov.in](http://sppp.assam.gov.in).

**The submission deadline is 22.08.2023 upto 2.00 P.M**

Sl. No.	Name of the work	EMD/Bid Security	Bid Processing Fee
1	Rate Contract for Supply of Uniforms for Municipal Corporation Police	INR 20,000/- (F.D in favour of Commissioner, Guwahati Municipal Corporation valid for atleast 1 year 6 months)	INR 1000/- (Demand Draft in favour of Commissioner, Guwahati Municipal Corporation)

### Note:

1. In the event of date of bid opening being a holiday, the activities will take place on the next working day.
2. Bidders are advised to Submit the Bids in Two Envelope (Technical and Financial separately), duly sealed in a single cover Clearly Mentioning & elaborating- “Name of the Tender”, “Submitted to” and “Submitted By”.
3. All the interested bidders are requested to read the bid document carefully before submission of their bid.

-Sd/-  
**Commissioner**  
**Guwahati Municipal Corporation**  
**Guwahati**

**Memo No: GNZ/GE-36/2002-03/87**

-A-

**Date: 29/07/2023**

### **Copy to:**

1. The Directorate of Information and Public Relation Office, Assam, Dispur with a request for publishing the above notice in one issue at two local daily newspapers one in English (Assam Tribune) and one in Assamese daily.
2. The Software Developer, GMC for information. He is directed to upload the NIT on GMC official website.
3. The P.A to the Hon’ble Mayor, GMC for kind appraisal of the Hon’ble Mayor, GMC.

-Sd/-  
**Commissioner**  
**Guwahati Municipal Corporation**  
**Guwahati**

**REQUEST FOR BIDS FOR ENTERING INTO A RATE CONTRACT**

**ISSUED BY THE**

**Guwahati Municipal Corporation**

**Bhangagarh, Guwahati - 05**

## **DATA SHEET & SCHEDULE OF BID**

**Name of Work:** Rate contract for Supply of Uniforms for Municipal Corporation Police.

<b>Sl. No.</b>	<b>Name of the work</b>	<b>Bid Security/EMD(in Rs.)</b>	<b>Tender processing Fees (in Rs.)</b>	<b>Delivery Period (Maximum)</b>
<b>1</b>	<b>Rate Contract for Supply of Uniforms for Municipal Corporation Police</b>	INR 20,000/- ( <b>F.D</b> in favour of Commissioner, Guwahati Municipal Corporation valid for atleast 1 year 6 months)	INR 1000/- ( <b>Demand Draft</b> in favour of Commissioner, Guwahati Municipal Corporation)	<b>15 Days from issuance of Supply Order. GMC may provide shorter timelines.</b>

<b>Events</b>	<b>Date</b>
Date of Issue/Downloading of Bid	29.07.2023
Last Date for submission of the Bid	<b>22.08.2023 at 2:00 PM</b>
Date of opening of Technical Bids and Venue	<b>22.08.2023</b> at 2:30 PM at Conference Hall, Guwahati Municipal Corporation, Bhangagarh, Guwahati
Address for communication	Office of the Commissioner, Guwahati Municipal Corporation, Bhangagarh, Guwahati guwahaticom@gmail.com
Bid Validity (Minimum)	120 days from Submission Deadline
Mode of Assignment/Contracting	Rate Contract with applicability of “Price Fall Clause” as per APPR 2020.

**SECTION – I**

**INVITATION FOR BID**

The Commissioner, Guwahati Municipal Corporation invites sealed Competitive Bids in 2 cover system (Techno Commercial & Price bids) for determining competitive market rates and entering into a Rate Contract for prospective repetitive purchase of items as detailed in the table.

Sl. No.	Details	Eligibility
1	<b>Rate Contract for Supply of Uniforms for Municipal Corporation Police</b>	<b>Manufacturers/Suppliers.</b>

- 1) For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document. Also, for any further queries, the bidders are advised to send a mail to – [guwahaticom@gmail.com](mailto:guwahaticom@gmail.com)
- 2) Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
<u>Richard Ahmed , ACS</u> <u>Joint Secretary to the Govt of Assam, Department of Housing and Urban Affairs</u> <u>D Block, 1st Floor, Assam Secretariate</u> <u><a href="mailto:uddepartmentma@gmail.com">uddepartmentma@gmail.com</a></u>	<u>Smti.Laya Madduri, IAS</u> <u>Secretary, Finance Department</u> <u>Dispur, Secretariat</u>

**SECTION II**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**A. General**

**1.1. Scope of Bid**

1.1.1 **Supply of Municipal Corporation Police Uniforms** on as and when required basis.

1.1.2 **GMC shall be executing a Rate contract with the most advantageous bidder and detailed supply order shall be issued from time to time based on actual requirements of GMC only. Parallel rate contracting as per relevant provisions of the APPR 2020 shall be adopted.**

1.1.3 The successful Bidder will be expected to complete the Contract within the period stipulated in the Contract Data/specific supply order to be issued subsequently to the rate contract holder.

1.1.4 Scope of Supply:

- (i) Supply of Uniforms for Municipal Corporation Police. The Specification of the items is detailed below.
- (ii) The supply must be at locations specified by GMC within the Guwahati Municipal Area. The supply may be sought in a staggered manner by GMC and the supplier must comply.
- (iii) Transportation, Packaging as a set and all allied freight, handling responsibilities.
- (iv) Must ensure alteration of size (atleast one time) on demand/request of the user/consumer post supply and trial of goods. (if requested/sought).

**2.2. Eligible Bidders:**

2.2.1 A Bidder must be a legal entity to conduct business and entitled for entering into contract as per the law of contract prevailing in India.

2.2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practice and/or must not be under debarment.

2.2.4 The Bidder (Supplier) should have supplied uniforms/costumes or any apparels to any Government Institutes/organization/PSUs/Departments in any of the last three years.

2.2.5 The Bidder (Supplier) should have achieved total turnover of not less than Rs. 10 Lakhs average of last 3 years. The certificate to that effect duly certified by Chartered Accountant (UDI) shall be attached.

2.2.6 The Bidder in case is a supplier and not a OEM/Manufacturer or authorized dealer, the bidder must provide details of Manufacturer/OEM or authorized dealer and submit authorization from the manufacturer/OEM or authorized dealer in the Form provided in this bidding document.

### **2.3. Qualification of the Bidder**

2.3.1 All Bidders shall include the following information and documents with their bids in the prescribed format as stated in the Bid Data sheet:

- (a) All supporting and attachments to prove eligibility points as defined in 2.2 above;
- (b) All Forms as attached below along with documents sought in forms;
- (c) Any other document as required to comply with the bidding document;

**2.4.** Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**2.5.** Code of integrity must be adhered to as per the Assam Public Procurement Act 2017.

**2.6. Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

**2.7.** In any case any Bidder ask for a clarification to the Bid documents before the scheduled pre-bid meeting, the Bid inviting authority shall ensure that a reply is sent and copies of the reply to the clarifications sought will be uploaded in the website. Bidders shall be responsible for keeping themselves updated.

**2.8. Amendment of Bidding Documents:** At any time after the issue of the Bid documents and before the opening of the Bid, the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and such amendments shall be published in the website. Bidders are requested to keep themselves updated during the period of bid processing through the official website. The Bid shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid.

### **B. Preparation of Bids**

#### **2.9. Language of Bid**

2.9.1 All documents relating to the Bid shall be in English.

2.9.2 Where such documents are in other languages (copies of Invoice/performance certificates), it is the responsibility of the bidder to attach attested translated versions in English along with the copies of such documents. The attestation should be done by an officer not below the rank of General Manager of the bidder's organization or any notary public. The authenticity and genuineness shall

be the responsibility of the bidder. If in future, it is proved that such documents are found to be non-genuine, or fraudulent, then Authority shall resort to cancellation of the contract; withhold any payments including security deposit and also take legal action besides blacklisting the bidder. *This is applicable to all facts, figures, relevant documents submitted by the bidder relevant to this tender.*

## **2.10. Documents Comprising the Bid**

The Technical Bid submitted by the Bidder shall comprise the following-

- a) The Signed Bid Document as a token of acceptance to all clauses.
- b) Proof of payment (Copy of original) of EMD and Processing/Tender fee as detailed above.
- c) Proof of legal entity (Incorporation/Partnership deeds etc);
- d) Trade License
- e) Power of attorney/Letter of authorization to conduct business (Not applicable in case of Proprietorships).
- f) Experience Document as per Eligibility Criteria.
- g) GST, PAN & IT return Certificate for atleast F.Y -2019-20, 2020-21 and 2021-22.
- h) Authorization from manufacturer in Form- as provided
- i) All FORMS.
- j) Average Annual Turnover Certificate from C.A.
- k) Any other documents/forms as sought in this RFB.

2.10.1 The Financial Bid submitted by the Bidder shall contain the schedule of rates duly filled. Financial Bid should be submitted in a separately sealed envelope.

- 1) The price of the goods shall be quoted as per specific format of GMC attached herewith.
- 2) The price bid must ***be attached with a court fee stamp of Rs 8.25/-.***
- 3) The rates of taxes, duties & custom duties applicable on the day of opening including Entry tax and GST shall be clearly included in the offer.
- 4) The cost must be inclusive of any and all components and no additional claim shall be entertained.
- 5) Charges for transportation, insurance, loading-unloading and other incidental expenses for delivery shall be included in the cost.
- 6) The prices, cost stated in the tender shall be in Indian Currency only.

## 2.11. Bid Prices

2.11.1 The Contract shall be for the supply of goods based on the priced Bill of Quantities submitted by the Bidder. The Price shall be for unit items as per the Financial form.

2.11.2 All duties, taxes, Entry tax and other levies including GST payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder. The rate contract resulting out of this procurement process shall be subjected to "Price Fall Clause" as per APPR 2020. Authority reserves its right to renegotiate rates during the validity of the contract.

**Price Fall Clause-** If the original rate contract holder quotes a lesser price or reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the state, at any time, during the validity of the rate contract, the rate contract price shall be automatically lowered or reduced accordingly to such lesser or reduced price quoted for the subject matter of procurement with effect from the date of such quoting or reducing, and the rate contracts shall also be amended accordingly.

## 2.12. Bid Security/EMD

2.12.1 The Bidder shall furnish, as part of the Bid, an EMD/Bid Security as defined above. Bids not accompanied by the EMD/Bid Security will be rejected. This EMD shall be submitted in form as detailed above and in favour of Commissioner, Guwahati Municipal Corporation, payable at Guwahati.

- a) The EMD/Bid Security shall be valid for period as mentioned above.
- b) Any bid not accompanied by an acceptable Bid Security and not secured as indicated above shall be rejected by the Employer as **non-responsive**.

2.12.2 The EMD/Bid Security of unsuccessful bidders will be returned within 45 days of the end of the bid validity period or after the signing of the contractual agreement with the successful bidder whichever is earlier.

The EMD/Bid Security of the successful bidder will be adjusted as the Constant **Performance Security for entering into the rate contract**.

2.12.3 The EMD/Bid Security shall be forfeited

- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. sign the Agreement; or
  - ii. furnish the required Performance Security.

2.12.1 The original and all copies of the Bid shall be typed or written in ink and shall be signed by a



person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.

2.12.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

**2.13 Alternative Proposals by Bidders:** Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including time for completion), basic technical specification, drawings and methodologies. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

#### **2.14. Format and Signing of Bid**

2.14.1 The Bid shall be typed or written in indelible ink and each page shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

2.14.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

#### **2.15 Submission of Bids**

##### **2.15.1 Sealing and Marking of Bids**

2.15.1.1 The Bidder shall submit the bid in venue- O/o the Commissioner, Guwahati Municipal Corporation, Bhangaghar, Guwahati -

##### **2.16 Deadline for Submission of the Bids**

2.16.1 Complete Bids (including Technical and Financial) must be submitted by the only as per specified date indicated herein.

2.16.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with provisions, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

##### **2.18 Modifications and Withdrawal of Bids**

2.18.1 Bidders may modify or withdraw their bids before the deadline.

2.18.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered and submitted as per submission procedure stated for tender submission.

2.18.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the

expiration of the original period of bid validity may result in the forfeiture of EMD/Bid Security.

## **E.BID OPENING AND EVALUATION**

### **3. Bid Opening**

**3.1** The Employer will open all the Bids received, as per the time, date specified in the RfB. In the event of specified date of Bid opening being declared a holiday the bids will be opened on the next working day at the same time and venue.

**3.2** Bid opening shall be carried out in two stages. Firstly, the “Technical Bid” shall be opened. The amount, form, and validity of the EMD/Bid security & Processing fee furnished with each bid will be checked. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified, the remaining technical bid will not be opened.

**3.3** Technical Evaluation shall involve responsiveness check in terms of statutory and Bid compliances and Technical Check of the Proposed Product.

**3.4** **Evaluation committee may seek samples from prospective Responsive Bidders prior to concluding technical evaluations/financial opening of bids. A bid may be rejected if Samples fail to meet the criteria of the bidding document. Sampling, testing etc shall be as per APPR 2020.**

**3.5** “Financial Bids” of those bidders whose technical bids have been determined to be responsive and on evaluation fulfills the qualification criteria shall be opened on a subsequent date, which will be notified to such bidders.

**3.6** The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids. All information will be provided through website correspondences in writing and/or the official website.

**3.7** At the time of opening of “Financial Bid”, the name of the bidders will be intimated and the bids of only qualified bidders will be opened.

**3.8** The Employer shall record a statement of the Bid opening, including the information disclosed to those present.

**4. Process to Be Confidential:** Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer’s processing of Bids or award decisions may result in the rejection of his Bid.

## **5. Clarification of Bids**

**5.1** To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion asks any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.

**5.2** Any effort by the Bidder to influence the owner's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

## **6. Examination of Bids and Determination of Responsiveness**

**6.1** During the detailed evaluation of "**Technical Bids**", the Employer will determine whether each bid (a) meets the eligibility criteria defined ; (b) has been properly signed; (c) is accompanied by required securities and (d) is substantially responsive to the requirements of the 'Bidding Documents' which shall include but not limit to Technical Specifications check of the proposed product.

**6.2 Prospective Responsive bidders shall be invited for sample verifications prior to opening of financial bids or concluding technical evaluations.**

**6.3** During the detailed evaluation of the "**Financial Bid**", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. priced bid, technical specifications, and drawings (if applicable).

**6.4** A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviations or reservation. A material deviations or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Bids.

**6.5** If a 'Financial Bid' is not substantially responsive, it will be rejected by the Employer, and shall not subsequently be made responsive by correction or withdrawal of non- conforming deviation or reservation.

## **7. Correction of Errors**

**7.1** "Financial Bids", determined to be substantially responsive will be checked by the Employer as follows:

- a) Where there is a discrepancy between the unit cost and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

## **8. Notification of Award of Rate Contract and Signing of Agreement**

**8.1** The bidder quoting the lowest unit cost will be declared the successful bidder for executing a rate contract. The Bidders whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period in writing.

**8.2** The notification of award of rate contract will constitute the formation of the Rate Contract, subject only to the furnishing of a performance security/adjustments with EMD.

**8.3** If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within the specified period, the procuring entity shall take action against the successful bidder as per the provision of the act and rules. The procuring entity may, in such cases cancel the procurement process or, if it deems fit, proceed with the second most advantageous bidder for execution of the Rate Contract at the rate of L1 bidder in accordance with the criteria and procedures set out in the bidding documents and relevant rules. The bidder shall execute the written procurement contract on non-judicial stamp of specified value, the cost of which shall be borne by the bidder.

## **9. Performance Security (Security Deposit)**

The EMD shall be adjusted as a constant performance security.

**9.1 Additional Performance Security-** The resulting contract being a rate contract, GMC may seek additional performance security prior to issuance of Supply order under this Rate contract based on the value of procurement under this rate contract. The value of performance security in such cases shall be 3% of the Prospective supply order. This shall be at the sole discretion of GMC.

## **10. Corrupt or Fraudulent Practices**

The bidder shall observe highest standard of ethics during bidding process and execution of the project.

**10.1** “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

**10.2** ‘Fraudulent practice’ means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to the Employer and includes collusive practice among the bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition.

**10.3** The Employer will reject a proposal for award if it determines that the Bidder recommended for

award has engaged in corrupt or fraudulent practices in competing for the contract in question.

**10.4** Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of Authority, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with mala fide action with the only intention of bagging the order at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the Authority or any of its official are in no way responsible for any subsequent loss/damage arising out of such mala fide action. The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions.

#### **11. Evaluation of bid**

The bid shall be evaluated on the total unit cost of the following:

Cost of One set of Uniform inclusive of all taxes, duties and levies.

Note- Bidders are required to quote the unit rates considering a bulk procurement at wholesale prices.

#### **12. Rejection of bid**

The tender will be rejected outright if the bidder

- a) Bid Processing fee/EMD is not submitted as per mode, form and validity as sought.
- b) Stipulates the validity period less than what is stated in the form of tender
- c) Does not fill in and sign the Tender Form Specification of the articles and works as well as Bill of Quantities and Rates completely.
- d) Does not submit the Original Tender Form duly signed and stamped.
- e) Submit the tender without stating the rates either in figures or in words.
- f) Does not submit the annexure duly signed and stamped.
- g) Supporting documents as sought in this tender.
- h) Any material deviation and non-compliance to the bidding terms.

## **SECTION III**

### **Conditions of Contract**

#### **13.1 Scope of Procurement**

**13.1.1** The quantity of procurement in the tender documents is of indicative nature. GMC intends to execute a rate contract only and no minimum work/value of work is assured/guaranteed through this procurement process.

**13.1.2** The Employer also reserves the right to short close/terminate the order at any time during the period of the contract.

#### **13.2 Packing**

**13.2.1** The supplies should be delivered at specified offices/delivery locations in perfect condition and no damage or repair in transit shall be accepted. Necessary packing, if any, shall be provided by the supplier / bidder on his own cost. Specific details in terms of delivery location/schedules/packaging requirements shall be intimate in due course through supply orders under the rate contract.

**13.2.2** In case the supply is to be made in bulk, the successful bidder will be required to ensure that the Bulk tank lorry through which the material is supplied is well equipped to facilitate smooth unloading at delivery locations. Delivery of the items shall be as per the requirement of GMC which may be staggered.

**13.2.3** In case the supplies are to be made in packed form, the details required in Special Conditions need to be furnished on the containers.

#### **13.3 Price**

**13.3.1** The rate/price offered by the bidder should be open for acceptance for a minimum period as mentioned in Section V - Contract data (through out the validity of the rate contract), from the date of opening of the tender. No upward revision in the price will be allowed during the above period and after communication of the acceptance of the tender during the validity period.

**13.3.2** The price should be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the contract.

**13.3.3** The bidders should indicate their price inclusive of packing, handling cost, loading, Transporting and unloading at Employer's location. Warranty if offered by the OEM must be included in the prices.

**13.3.4** The rate quoted should include Entry Tax, if any. There will be no liability on the part of GMC in any event of demand for Entry Tax during or after supply. It is the sole responsibility of the bidder to ensure

that Entry Tax, if needed shall be paid by them. The quote should include all Taxes, Levies specified by Government of Assam.

### **13.4 Quality of the Product**

**13.4.1** The product supplied should fully conform to the purchase specification agreed while participating in the tender. Such conformity of the material to the specifications shall be determined by testing the product/material as specified in the Special Conditions. Sample tests may also be conducted.

**13.4.2** The bidder shall be responsible for the quality of the material delivered until the same is tested and accepted by the Employer.

**13.4.3** In the event the material delivered against the tender is found to be not in accordance with the specifications, the entire quantity/consignment will be rejected and the bidder will be responsible for replacement of the rejected material free of cost and/or reimbursing the Employer for resultant losses sustained on this account. Such materials will be lying at the Employer's site/location at the risk and cost of the supplier for a period not exceeding 3 days.

**13.4.4** The bidder will be obliged to collect the rejected material from the Employer's premises/locations at his own cost, within 3 days of such notification to him in writing, failing which, the Authority will be free to dispose of such material as it deems fit without any obligation whatsoever to the bidder.

### **13.5 Delivery**

**13.5.1** The delivery period indicated in the tender, or in subsequent order, or separately in the form of a letter, from time to time, is to be strictly adhered to. In case of delay in supplying, the Employer reserves the right to ask for compensation for such late deliveries at its sole discretion. Such compensation will be payable on demand or shall be recovered from the EMD or Security Deposit or from any other payment due to the bidders from the Employer.

**13.5.2** The Employer at its sole discretion also reserves the right to purchase the goods from other sources at the cost and risk of the bidder in case of failure to effect supplies within the stipulated delivery period.

**13.6 Delivery period: The shortest delivery period is the essence of this tender. The delivery period is 15 days (subject to modification through specific supply orders based on requirement and market conditions) from the receipt of the purchase order . The delivery period shall be specific for each supply order to be issued subsequently and the same shall be detailed in each supply order. The employer may define a staggered delivery schedule and the supplier shall ensure compliance to the same.**

### **13.7 Consignee and Security of Material**

Security of all material in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism. The cost of providing such security shall be deemed included in the offer, whether or not explicitly mentioned so. In the event of any loss the contractor shall be responsible for the same. The contractor shall insure the materials. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser. Unless officially accepted and received by GMC, security of the items shall be the responsibility of the supplier until officially handed over and received by GMC.

### **13.8 Payment**

The following payments shall be released: -

- a) 100% on supply of items at the location designated by the Authority and receipt thereof. Subject to deductions if any as per relevant provisions.
- b) TDS shall be done as per applicable norms.

### **13.9 Penalty**

Time is the essence of this contract. Hence, subject to Force Majeure, if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, the department shall deduct from the contract price a sum equivalent to 0.5% of the delayed goods for each week of delay up to maximum deduction of 10% of the delayed supply or services. Once the maximum is reached the department may consider termination of contract.

### **13.10 Validity of Purchase Order**

**13.10.1** The validity of Purchase order is for 1 month (subject to modification through specific supply orders based on requirement and market conditions) unless extended further due to reasons justified.

**13.11.2.** Due to operational requirement in some of the procurements, the validity of Purchase order may be different than the above. However, such change shall be informed to the authority for approval. The authority has the full rights to accept or reject such kind of request.

### **13.11 Force Majeure**

Delivery of material is subject to Force Majeure conditions as under, If at any time, during the currency of the contract, the performance in whole, or part by either party or any obligation under the contract shall be prevented or delayed by reasons of anyway, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God, provided notice of the happening of such events is given by either party to other, within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such non- performance or delay



in performance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.

### **13.13. Termination**

**13.13.1 Termination on expiry of the Contract:** The Rate Contract shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Employer has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

**13.13.2 Termination on account of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in clause 13.13

**13.13.3 Termination on account of insolvency:** In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Employer shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.

**13.13.4 Termination breach of contract:** A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 15 days of receipt of the Employer's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.

**13.13.5 Termination for delay:** Successful Bidder shall be required to perform all activities/services as per these conditions and specifications. If the Successful Bidder fails to do so, the Contract may be terminated by the Employer by giving 15 days written notice unless the Employer has extended the period with levy of Liquidated Damages. In the event of short supply or delay in supply, the balance goods to be supplied shall be procured from the available supplier and amount for the same will be recovered from the successful bidder besides stern action to be taken as per tender conditions

**13.13.6** The employer may at any time terminate the Contract by giving 15 days notice without assigning any reason.

**13.13.7 Consequences of termination:** In all cases of termination herein set forth, the obligation of the Employer to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

**13.13.8** In case of termination of Contract herein set forth, the Contractor shall be put on holiday i.e. neither any enquiry will be issued to the party by the Employer against any type of tender nor their offer will be considered by the Employer against any ongoing tender(s) where contract between the Employer and that particular Contractor (as a bidder) has not been finalized] for two years from the date of termination

by the Employer to such Contractor.

#### **13.14 Disputes**

Any dispute arising out of this agreement or that which may arise in future, will be resolved by taking recourse to mutual settlement in the instance, failing which the dispute will be subject to Guwahati Jurisdiction only.

**13.15** Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of Authority, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with mala fide intention with the sole intention of bagging the order at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the Authority or any of its official are in no way responsible for any subsequent loss/damage arising out of such mala fide action. The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions

## **SECTION IV**

### **Conditions of Contract- Special Conditions**

#### **14.1 Product Acceptance Tests**

14.1.1 The supplied item may be subjected to rigorous sample tests during operation or prior to supply and concerned field officers shall certify for the performance of the items. The Test and certification may be conducted by authorized engineers/officers of GMC.

**SECTION V**

**Contract Data**

**The Name of the Contract: RATE CONTRACT FOR SUPPLY OF UNIFORMS FOR MUNICIPAL CORPORATION POLICE.**

Validity of Offer	: 120 days.
Validity of Price	: 1 year from execution of Rate Contract subject to extension of One year additional after review of Price Fall Clause.
Performance Security	:INR 20000/- for rate contracting.
Additional Performance Security (Provisioned)	3 % of the contract value may be sought based on value of procurement.
Contract Value	: NA. Rate Contract

**SECTION VI**

**FORMS**

**15.1. Letter of Bid**

**(On bidder's letters head)**

**Annex-1**

(Location)

(Date) From

(Name & Address of the Bidder)

**To**

**Dear Sir/Madam,**

**Sub: Tender for RATE CONTRACT FOR SUPPLY OF UNIFORMS FOR MUNICIPAL CORPORATION POLICE.**

I/We hereby declare that I/We am/are not in any way related to any officer who is in charge of The Procurement Process or having control of this work as referred ITB. I/We agree that if, at any stage, it is found that this declaration is untrue, the bid security/performance security paid by me/us will be forfeited and the contract entered will stand cancelled at the risk and cost of contractor. It is understood that the relationship with the officer referred to herein will be restricted to those referred in ITB.

It is also declared that-

1. We have not been blacklisted/debarred by any Government Institutions/PSUs/Departments till the date of Bid Submission Deadline. Also, no judicial litigation has been initiated, pending or charged against us till the date of Bid Submission Deadline.
2. We shall be solely responsible for the products offered by us and genuinity of the products offered. No malicious products shall be offered under the assignment and we shall be fully responsible to ensure OEM products.
3. We are Supplier of the Product and the source of our Procurement/ Original Manufacturer is ..... ; Address- .....; Pin- .....; City-.....
4. OEM/Manufacturers authorization as in point 3 above is attached Below.
5. We understand that the procurement process shall only lead to a rate contract and no minimum work/value is assured by GMC.
6. In case, we fail to supply the quantity in due time or even GMC, at its own discretion may, allow supply to other vendors at the L1 rates parallely and simultaneously to meet public needs as per relevant regulations.

We, the undersigned, confirm that we meet all the qualification criteria given in the Tender Document We are submitting this tender for our eligibility for the above assignment.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. 120 days. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

**We confirm that all the products to be proposed under this Bid and supplied under the resulting contract have a Minimum “Local content” of 50%. Further, alterations for uniforms if requested by users or GMC shall be through the OEM/manufacturer namely ..... (Fill as per Point 3 above).**

Our price is inclusive of all cost as per the bidding terms and is compliant to all the conditions of the Bid.

We understand you are not bound to accept any Proposal you receive. Yours sincerely,

**Authorised signatory:**

**Name of Firm:**

**Name and title of Signatory:**

**Address:**

**FORM-1**

**Technical Responsiveness Checklist**

**(On bidder's letters head)**

<b>Sl. No</b>	<b>Criteria/Parameter</b>	<b>Bidders Compliance {Bidders to Fill}</b>	<b>Supporting</b>
1	Signed Bid Document	Yes/NO	Attached at .....
2	EMD & Processing Fee as per requirement of Tender (Original copies)	Yes/NO	Attached at .....
3	Proof of Legal Entity (Incorporation/Registration/Partnership (as applicable) with Trade license (valid))	Yes/NO	Attached at .....
4	Authority to Sign Bid/Power of Attorney	Yes/NO	Attached at .....
5	Details of Manufacturer/Source of Manufacture and Company Brochure	Yes/NO	Attached at .....
6	Experience Proof to meet Eligibility (Work order/Completion/Contract)	Yes/NO	Attached at .....
7	GST, PAN & IT Return for FY- 2019-20, 2020-21 and 2021-22.	Yes/NO	Attached at .....
8	OEM authorization (Form-5)	Yes/NO	Attached at .....
9	FORM-3 (Data sheet of the proposed product/specifications)	Yes/NO	Attached at .....
12	Turnover Certificate for FY- 2019-20, 2020-21 and 2021-22. (FORM-4)	Yes/NO	Attached at .....
14	Letter of Bid (Annex-1)	Yes/NO	Attached at .....
15	FORM-1 (This Form)	Yes/NO	Attached at .....
16	FORM-2	Yes/NO	Attached at .....
17	FORM-3	Yes/NO	Attached at .....

**Note- Bidders may add additional rows to submit responses against requirements mandated anywhere else in the bid.**

**FORM-2**

**(On bidder's letters head)**

**15.2. Basic Information**

**15. 3.1 PARTICULARS OF THE BIDDER**

Name of the Bidder	
Whether Sole Trader / Partnership / Private Limited Co. or Public Limited Co.	
Residential Address	
Address of the Registered Office	
Address of the Branch / Office Quoting against the Tender	
Address of the OEM/Manufacturer	
Names and addresses of the Proprietors / Partners / Directors	
Year of Establishment	
Registration No. & Date	
Annual Turnover in the last 3 years	
GST Registration No.	
Names of the Bankers	

Note: For providing the above information, if required, separate sheet may be enclosed.

DATE SIGNATURE \_\_\_\_\_

SEAL NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

Email ID \_\_\_\_\_



### 15. 3.2 DATA SHEET AND SPECIFICATION/TECHNICAL

#### FORM-3

(On bidder's letters head)

One Set of Uniform Shall Comprise of-

<u>Sl No</u>	<u>Minimum Required Specification</u>	<u>Mandatory Quality/Standard</u>	<u>Bidder's Comment (Compliance)</u>
1	<u>Full Sleeve Shirt -1 Nos</u> <u>Half Sleeve Shirt -1 Nos</u>	Best Quality Cotton materials with anti colour fade properties and comfortable in hot weathers.	
2	<u>Full Length Trouser -1 nos</u>	Best Quality Cotton materials with anti colour fade properties and comfortable in hot weathers.	
3	<u>Angular- 2 Nos</u>	Standard as per relevant norms and as desired by GMC.	
4	<u>Leather Belt with Badge-1 Nos</u>	Standard as per relevant norms and as desired by GMC.	
3	<u>Beret Cap with Badge-1 Nos</u>	Standard as per relevant norms and as desired by GMC.	
4	<u>Shoulder Badge-2 Nos</u>	Standard as per relevant norms and as desired by GMC.	
5	<u>Shoe (Direct Moulded Sole Boots)-1 nos</u>	Best Quality and light weight materials and must be comfortable.	
6	<u>Socks (Khakee)-1 Pairs</u>	Best Quality Cotton materials with anti colour fade properties and comfortable in hot weathers.	
7	<u>Fiber Batons (Polycarbonate Lathis- 1 metre)-1 nos</u>	Transparent/Colourless	
8	<u>Lanyard with Whistle-1 Nos</u>	Standard quality as per prevailing norms	

**Note- Products shall undergo Sample Checks during technical evaluation, prior to financial opening. Bidders are requested to clarify themselves in terms of specifications by making physical visits prior to submission of bids.**

**15. 3.3 TOTAL ANNUAL TURNOVER**

**TOTAL ANNUAL TURNOVER FOR THE LAST THREE FINANCIAL YEARS**

**(On bidder's letters head)**

**FORM-4**

<b>Year</b>	<b>Indian Rupee</b>
<b>2019-20</b>	
<b>2020-21</b>	
<b>2021-22</b>	
<b>TOTAL</b>	

**To be Certified by Chartered Accountant (UDIN)**

**(On bidder's letters head)**

**FORM-5**

**15. 3.4 Manufacturer's Authorisation/OEM Authorisation/ Authorisation from Dealers-**

**To,  
Commissioner, Guwahati Municipal Corporation  
Bhangagarh, Guwahati**

**Sub-** Authorization to ..... (Name of the Bidder).

**Ref-** Your tender invitation for Supply of Uniforms for Municipal Corporation Police.

**Sir/Madam,**

In reference to the subject cited above, we M/s .....  
(Name of Dealer/OEM/Manufacturer) address-.....,  
hereby authorize M/s ..... (Name of the bidder) to  
submit bids for our products/items. We also confirm that alterations/fittings if required shall be done at  
free of Cost for at least 1 Time (Once) post delivery of the product at our establishment.

**Seal and Sign of  
(Manufacturer/Dealer/OEM)**

**FINANCIAL BID**

**To be submitted In a Separate Envelope Duly Attached with Court Fee Stamp**

**AFFIX COURT FEE STAMP HERE**

BID FOR- RATE CONTRACT FOR SUPPLY OF UNIFORMS FOR MUNICIPAL CORPORATION POLICE

BIDDER-.....

TENDER REFERENCE NUMBER-.....; DATED-.....

Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures	GST	Freight Charges (Unloading & Stacking)	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes, freights etc (6+7+8)	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
1.01	<b><u>One Set of Uniform with all items as Per FORM-3</u></b>	1.000	Nos	INR						

Note- Competitive price shall be prices inclusive of all taxes etc.

SEAL & SIGN OF BIDDER



