



**TENDER DOCUMENT
FOR**

**Supply of Protective Gears
For Masons Working in Sanitation Sector under Swachh
Bharat Mission-Grameen, Assam**

June 2020

**MISSION DIRECTORATE
SWACHH BHARAT MISSION -GRAMEEN
PHE CAMPUS, HENGRABARI
GUWAHATI-781036
e-mail Id.:sbmg.assam@gmail.com**

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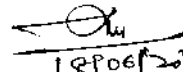
**GOVERNMENT OF ASSAM
OFFICE OF THE MISSION DIRECTOR
SWACHH BHARAT MISSION-GRAMIN: ASSAM
HENGRABARI, GUWAHATI-781036**

Short Notice / Invitation for Bid (IFB) No. 2 of 2020-2021

The Mission Directorate, Swachh Bharat Mission-Gramin, Assam, Hengrabari, Guwahati-36, invites bid from eligible bidders for **“Supply of Protective Gears for Masons working in Sanitation Sector under Swachh Bharat Mission-Grameen, Assam.”**

Sl. No.	Particulars	Date and time	
1.	<i>Date & time of release of bid</i>	19 /06/2020, 3 PM	
2.	<i>Date & time of Pre-bid meeting</i>	22/06/2020, 11AM <i>Venue : Mission Directorate, Swachh Bharat Mission (Grameen), Assam, Hengrabari, Guwahati-36</i>	
3.	<i>Date & time of bid submission</i>	<i>Start Date & Time</i>	<i>End Date & Time</i>
		22/06/2020, 3 PM	29/06 /2020, 5PM
4.	<i>Date and Time for submission of Tender Document cost and EMD Amount as per Section IV</i>	22/06 /2020	29/06 /2020, till 5 PM
5.	<i>Date & time of sample submission as per section-IV of tender documents.</i>	29/06 /2020, 5PM	
6.	<i>Date & time of Technical bid opening</i>	30/06/2020, 11.30 AM	
7.	<i>Date of opening of Price Bid</i>	<i>To be informed to the Technically qualified bidders</i>	

The Bid Document with all information relating to the Bidding Process including Bid Processing Fee, EMDs, Prequalification Criteria and Terms and Conditions are available in the website: www.phesanitation.assam.gov.in .the authority reserves the right to accept/ reject any part thereof or all the bids without assigning any reason thereof

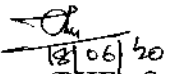

18/06/20
**Chief Engineer (PHE), Sanitation, Assam
Hengrabari, Guwahati- 36**

Memo No.RGRWSM-593/816-20

Date: 18.06.2020

Copy to:

1. The Additional Chief Secretary, PHE Deptt, Govt. of Assam, Dispur, Guwahati-6.
2. The Secretary to Govt. of Assam, PHE Deptt., Assam Sachivalaya, Block -B , Guwahati-6.
3. The Mission Director, Swacch Bharat Mission- Grameen , Assam.
4. The Director, Information & Public Relation, Assam.
5. The PS to Hon'ble Minister, PHE Dept. , Dispur, Guwahati.


18/06/20
Chief Engineer (PHE), Sanitation, Assam
Hengrabari, Guwahati- 36

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Section I
Instruction to Bidder

- 1.1 The Mission Directorate, Swachh Bharat Mission-Gramin (SBM-G), Assam intends to procure **Protective Gears for Masons working in Sanitation Sector under Swachh Bharat Mission-Gramin, Assam. A large number of Field Functionaries are involved in Sanitation activities under the Programme.** The objectives is to provide protective gears to prevent them from getting infected and inadvertent spread of the infection
- 1.2 **The Bid Document Contains the Following:**
Section -I: Instruction to Bidders
Section -II: General Definition & Scope of Contract
Section -III: Tender Schedule
Section -IV: Schedule of Requirements & List of Destinations
Section -V: Time Line &Pre-Qualification Criteria
Section -VI: General Conditions
Section -VII: Formats for Bid Submission
Section -VIII: Annexures -Required to be executed by the selected Bidders
- 1.3 The bid documents published by the tender Inviting Authority (Procurement Authority) at the **website www.phesanitation.assam.gov.in** will appear in the "**Tender**". The Bidders/ Guest Users can download the Bid documents from **19/06 /2020, 3PM** and submit it from **22/06/2020, 3PM to 29/06 /2020, 5PM** after which the same will be removed from the list of "**Latest Active Tender**".
- 1.4 **DOWNLOADING OF BID:**
The bidder can download the bid of his / her choice and undertake the necessary preparatory work off-line and submit the completed bid before the closing date and time of submission.
- 1.5 **CLARIFICATION ON BID:**
The bidder can ask questions related to the bid before the pre-bid meeting. SBM(G) will clarify queries related to the bid. Through e-mail by the e-mail ID: sbmg.assam@gmail.com
- 1.6 **PREPARATION OF BID**
The detail guideline for preparation of bid is mentioned at General condition of Contract- Section VI (Clause 6.4 - 6.7 & 6.17)
- 1.7 **PAYMENT OF EMD AND COST OF BID PROCESSING FEE:**
The detail guideline for payment of EMD & Cost of Bid Documents is mentioned at General Condition of contract- Section VI (Clause 6.5 - 6.7)
- 1.8 **SUBMISSION AND SIGNING OF BID**
The detail guideline for submission of & signing of bid is mentioned at General Condition of Contract- Section VI (Clause 6.16 - 6.17)
- 1.9 **TIMELINE FOR DELIVERY OF GOODS AND PAYMENTS**
As mentioned in Section V (5.1). Payment will be made after successful completion of the delivery to the consignee locations.

SECTION II

General Definitions & Scope of Contract

2.1 General Definitions:

2.1.1 Bid / Tender Inviting Authority is the Mission Director or authorized person of SBM(G), Assam by the Mission Director, who on behalf of the User Institution/Government or the funding agencies calls and finalize bids and ensure supply, procured under this bid document.

2.1.2 Tender Evaluation Committee & Technical Committee are Committees authorized by the Mission Director of SBM (G) to decide on the purchase of the Protective Gears to be procured by the SBM (G)

2.1.3 User Institutions are the Govt. institutions under the Mission Directorate, Government of Assam for which the items under this bid is procured.

2.1.4 De-recognition/ Debarment - the event occurring by the operation of the conditions under which the bidders will be prevented for a period up-to 3 years from participating in the future bids of Tender Inviting Authority, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this bid document, the period being decided on the basis of number of violations in the bid conditions and the loss/hardship caused to the Tender Inviting Authority on account of such violations.

2.2 Scope:

2.2.1 The bids are invited for the supply of the items, the details of which are mentioned in Section IV.

2.2.2 Contract validity:

This rate **will be valid** for a period of **one year** from the date of finalization of Bid. However, the approx. quantity requirement is mentioned in the Schedule of Requirement - Section IV, which may increase or decrease. The bidders are expected to quote their best rates for the items. The technical specifications, approx. quantity and locations for supply are mentioned in Section IV of this bid document. Only SBM (G) is authorized to place purchase orders for the supply of item(s) to be procured under this bid during the validity of the contract period.

2.2.3 The bidders can't withdraw their bid after opening of technical bid, within the minimum bid validity period of 180 days & also after accepting the Letter of Intent.

2.2.4 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to de-recognition/debarment

Section III
Tender Schedule

3.1 Bid Details:

1.	Cost of Bid Document (in shape DEMAND DRAFT)	Rs.2000/- (inclusive of GST) for any or all of the item(s)
2.	Earnest Money Deposit (In shape of DD/BG/BC)	The bidder has to deposit the required EMD amount as mentioned in Section IV (Schedule of Requirement) for each item quoted by him and it should be reflected in Format-T3.
3.	Validity of bid	180 days from the last date of bid submission.
4.	Performance Security	5 % of the Total contract value with respect to the Approx. quantity mentioned in Schedule IV excluding taxes (for successful bidders)
5.	Validity of Performance Security	The performance security (in case of Bank Guarantee) shall remain valid for a period of minimum (1) One year from the date of LOI.

3.2 Important Dates:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	19/06 /2020, 3 PM	
2.	Date & time of Pre-bid meeting	22/06 /2020, 11 AM Venue :Mission Directorate, Swachh Bharat Mission, Grameen, Assam, Hengrabari, Guwahati-36	
3.	Date & time of bid submission	Start Date & Time	End Date & Time
		22/06 /2020, 3 PM	29/06 /2020, 5 PM
4.	Date and Time for submission of Tender Document cost and EMD Amount as per Section IV	22/06 /2020	29 /06 /2020, till 5 PM
5.	Date & time of sample submission as per section-IV of tender documents.	29/06 /2020, up-to 5 PM	
6.	Date & time of Technical bid opening	30/06 /2020, 11.30 AM	
7.	Date of opening of Price Bid	To be informed to the qualified bidders	

Section IV

Schedule of Requirement

4.1 Items tendered with specifications:

SL. No	Items	Unit	Sample Required To be Submitted	*Qty. Required	Estimated Value of Contract (in INR)	Minimum Turnover (in INR) (avg. of 3 financial years)	EMD (in INR)
1	Face shield (Coverage Front Face, Eyes, Nose, Side Face) Reusable Length 355 millimeter Width 203.2 millimeter Thickness 1.5 millimeter Other Features Optically Clear, Anti-Fog, Light weight, Anti-Static, Vented Foam Design For Increased Air Flow And Comfort ISO Certified)	Each	3 set	1980	Rs. 49,62,000/-	Rs. 98,00,000/-	Rs. 1,48,860/-
2	Waterproof gloves (full fingered, unisex, Wear resistance, Good ventilation, Good anti-static, Washable, Good non-slip, Resist Heat up to 572 deg F) Weight 120 gram Length 25 centimeter Cuff size, inch 3-4 Width 6 inch Size as required	Pair	3 pair	1980			
3	Rubber boots (Type 2 — Oil resistant Variety 2 (Industrial protective rubber half knee boots. The boots shall be made of rubber with fabric lining. Protective steel toe caps Type II conforming to IS 5852 shall be used) Size of Boots - as per requirements	pair	3 pair	1980			
4	Sprayer for office premises (battery operated sprayers including rechargeable batteries 12V 8 ah) (C)	No.	1 No.	150			

*The approx. quantity may substantially vary from order quantity.

4.2: List of Destinations for door delivery:

Sl. No.	Name of District	Address
1	BAKSA	O/O the Executive Engineer (PHE), Baksa, Assam
2	BARPETA	O/O the Executive Engineer (PHE), Barpeta, Assam
3	BISWANATH	O/O the Executive Engineer (PHE), Biswanath, Assam
4	BONGAIGAON	O/O the Executive Engineer (PHE), Bongaigaon, Assam
5	CACHAR	O/O the Executive Engineer (PHE), Cachar, Assam
6	CHARAIDEO	O/O the Executive Engineer (PHE), Charaideo, Assam
7	CHIRANG	O/O the Executive Engineer (PHE), Chirang, Assam
8	DARRANG	O/O the Executive Engineer (PHE), Darrang, Assam
9	DHEMAJI	O/O the Executive Engineer (PHE), Dhemaji, Assam
10	DHUBRI	O/O the Executive Engineer (PHE), Dhubri, Assam
11	DIBRUGARH	O/O the Executive Engineer (PHE), Dibrugarh, Assam
12	DIMA HASAO	O/O the Executive Engineer (PHE), Dima Hasao, Assam
13	GOALPARA	O/O the Executive Engineer (PHE), Goalpara, Assam
14	GOLAGHAT	O/O the Executive Engineer (PHE), Golaghat, Assam
15	HAILAKANDI	O/O the Executive Engineer (PHE), Hailakandi, Assam
16	HOJAI	O/O the Executive Engineer (PHE), Hojai, Assam
17	JORHAT	O/O the Executive Engineer (PHE), Jorhat, Assam
18	KAMRUP METRO	O/O the Executive Engineer (PHE), Kamrup (M), Assam
19	KAMRUP RURAL	O/O the Executive Engineer (PHE), Kamrup (R), Assam
20	KARBI ANGLONG	O/O the Executive Engineer (PHE), Karbi Anglong, Assam
21	KARIMGANJ	O/O the Executive Engineer (PHE), Karimganj, Assam
22	KOKRAJHAR	O/O the Executive Engineer (PHE), Kokrajhar, Assam
23	LAKHIMPUR	O/O the Executive Engineer (PHE), Lakhimpur, Assam
24	MAJULI	O/O the Executive Engineer (PHE), Majuli, Assam
25	MORIGAON	O/O the Executive Engineer (PHE), Morigaon, Assam
26	NAGAON	O/O the Executive Engineer (PHE), Nagaon, Assam
27	NALBARI	O/O the Executive Engineer (PHE), Nalbari, Assam
28	SIBSAGAR	O/O the Executive Engineer (PHE), Sibsagar, Assam
29	SONITPUR	O/O the Executive Engineer (PHE), Sonitpur, Assam
30	SOUTH SALMARA MANKACHAR	O/O the Asstt. Executive Engineer (PHE), South Salmara, Assam
31	TINSUKIA	O/O the Executive Engineer (PHE), Tinsukia, Assam
32	UDALGURI	O/O the Executive Engineer (PHE), Udalguri, Assam
33	WEST KARBI ANGLONG	O/O the Executive Engineer (PHE), West Karbi Anglong

SPECIAL CONDITIONS OF CONTRACT

5.1 Time Limits Prescribed

<u>Sl. No</u>	<u>Activity</u>	<u>Time Limit</u>
5.1.1.	<i>Delivery period</i>	30(Thirty) days from date of issue of SupplyOrder.
5.1.2	<i>Submission of Performance Security.</i>	15 days from the date of issue of Letter of Intent.
5.1.3	<i>Time for making payments by Tender Inviting Authority</i>	<i>The payment will be completed within 60 days from the date of delivery of the last consignment/ Successfuldelivery of the supplied item or batch(es).</i>

5.2 Pre-qualification of Bidders:

5.2.2 Bidder shall have minimum turnover of Rs.98.00L as per Section IV average per year for last 3(three) financial years in India.

Last 3 (three) financial years means either for the financial year-

2015-16, 2016-17 and 2017-18 or 2016-17,2017-18and2018-19.

(Provisional statement of account shall not be considered).

The proof of turnover is to be furnished in the **Format T6** certified by the Chartered accountant & **supported by audited** financial statements.

5.2.3 The bidder must be registered under GST Act.

5.2.4 **A)** Bidder who has been blacklisted / debarred/banned by any other State Government / Central Govt. Organization and or convicted by any court of law due to (i) quality failure (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of blacklisting / debarment/ Banned

5.2.5 Bidder should have experience in supplying quoted item/ Similar item to the State or Central Government / Authorized agency of the State / CentralGovt./ PSU/Open Market Supply or otherwise during the last**3(three)** years.

5.2.6 The bidder has to submit the EMD (s) & the Bid processing fee as mentioned in Section-IV.

5.2.7 The bidder has to submit the declaration form as per **FormatT5**.

5.2.8 **Previous experience in working with PHED will be an additional advantage.**

5.2.9 **The Bidders must have registered office in Assam.**

SECTION VI

GENERAL CONDITIONS OF CONTRACT

6.1 Contents of the Bid Document:

This 'Bid Document' contains the following:

Section I: Instruction to Bidders

Section II: General Definition & Scope of Contract
Section III:

Tender Schedule

Section IV: Schedule of Requirement and list of warehouse for door delivery.

Section V: Special Conditions of Contract

Section VI: General Conditions of Contract

Section VII: Formats for bidder for Submission of Bid (Technical Bid)

Section VIII: Annexes [Formats for the successful bidder (Supplier) after finalization of bid]

6.2 Bid Document:

6.2.1 The detailed technical specifications and terms and conditions governing the supply and quality related matters are in the "Bids Document".

6.2.2 The bid document shall be made available in the website www.phesanitiation.assam.gov.in for downloading. Bidder shall submit Bid processing fee (mentioned in Section III) as described in clause 6.5 and non-submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

6.2.3 The documents shall be submitted offline in the **Tender Box**.

6.2.4 The general Guideline for Bid submission:

6.2.4.1 **Payment of Bid processing fee & EMD:**

6.2.4.2 The **details of payment of processing fee & EMD** is mentioned at clause 6.5

6.2.4.3 The details of documents for offline submission of technical bid is mentioned at clause 6.17

6.3 Responsibility of Verification of Contents of Bid Document:

The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Bids Document'.

Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

6.4 Guidelines for Preparation of Bid:

6.4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and Mission Directorate, SBM-G, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, and regardless of the conduct or outcome of the bidding process. The documents to be submitted offline are mentioned in clause 6.17.

6.4.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, shall be signed by the authorized person(s) along with the stamp of the bidder.

6.4.3 Language of Bid:- The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

6.4.4 The bid (in English Language only) for the supply of items mentioned in Section IV shall be submitted along with detailed specifications.

6.4.5 The documentary evidence regarding past performance shall be submitted along with the Bid shall be produced duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer.

6.4.6 Bidder shall submit a **declaration letter** as per Format T5 signed by the bidder or the authorized representative and shall enclose it as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.

6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

6.4.8 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority (www.phesanitation.assam.gov.in). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

6.4.9 Any clarification on the Tender procedure shall be obtained from SBM(G).

6.5 Payment for Tenders (Bid processing fee & EMD)

6.5.1 The **bid Processing Fee and EMD** shall be paid by the bidder in the following manner:
i. The **Bid processing fee/EMD** shall have to be furnished in shape of **Demand Draft(DD)/Bankers Cheque** from nationalized/scheduled bank in India in favour of Swachh Bharat Mission, Grameen payable at **Guwahati**.

The **EMD** shall also be furnished in Shape of **Bank Guarantee (BG)** from any of the nationalized/scheduled bank in India as per the format mentioned in the Annexure-IV. (The Bank Guarantee should be in Favour of Swachh Bharat Mission, Grameen, Assam, payable at Guwahati. However, BG submitted in format other than Annexure IV will be liable for rejection.

The bidder has to furnish the Demand Draft (s) / Bank Guarantee/ Bankers Cheque along with other required document of technical bid through offline on or before the due date & time of submission of technical bid failing which the bid shall be rejected. The sealed envelope containing the bid document cost & EMD should be clearly superscripted as: Bid document cost & EMD, Bid Reference No. and the name of the bidder.

6.6 Bid Processing fee:

- 6.6.1 The bidder has to submit the bid document cost as mentioned in Section- III and non-submission of Bid Document Cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.
- 6.6.2 All bidders shall pay bid document cost as per the instructions provided in clause 6.5. Bidders are liable to pay bid Processing Fee even if any relaxation is allowed in EMD.

6.7 Earnest Money Deposit (EMD):

- 6.7.1 The amount of the EMD(s) to be submitted per item as mentioned at Section III. In case of EMD in shape of BG the validity of BG Shall be upto**/**/2021 i.e. 1(one) year from the date of floating of the tender. Non- submission of EMD as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round
- 6.7.2 Only Local MSMEs registered in Assam with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, NSIC are exempted from submission of EMD, subject to submission of the valid registration certificate from the concerned authority.
- 6.7.3 None of the bidders other than those specified in clause 6.7.2, are exempted from the remittance of EMD.
- 6.7.4 EMD of unsuccessful bidders will be discharged/ returned preferably within 15 days of price bid finalization.
The successful bidder's EMD will be discharged after furnishing the prescribed performance security.
- 6.7.5 No interest will be paid for the EMD submitted.
- 6.7.6 The EMD will be forfeited, if a bidder;
- 6.7.6.1 Misrepresents facts or submit fabricated/forged/tampered/altered/manipulated documents.
- 6.7.6.2 Withdraws bid after the opening of technical bid;
Fails to furnish performance security within 15 days of issuance of Letter of Intent (LOI).

6.8 Deadline for Submission of Bid:

- 6.8.1 Bidders shall submit all the necessary documents in the Tender Box, at the Mission Directorate, SBM(G), Assam before the last date & time for submission.
- 6.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Bid, in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

6.9 Modification and Withdrawal of Bids

The bidder can modify or withdraw bids submitted before the last date & time of submission.

6.10 Period of Validity of Bid

6.10.1 The bid must remain valid for minimum 180 days (six months) from the date of opening of bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.10.2 The bidder can't withdraw their bid within the bid validity period and also after issuance of Supply order for any of the agreed items.

6.10.3 Withdrawal or non-compliance of bid terms and conditions after the issuance of Supply Order will lead to de-recognition/ debarment of the successful bidder.

6.11 Rejection of Bids/Tender:

6.11.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in Clause 5.2 of Section V

6.11.2 At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfill the terms & conditions of the bid document including technical specification, factory inspection, furnish of relevant document as per the satisfaction of Tender Inviting Authority.

6.11.3 Any pre-condition by the bidder contradicting to the tender terms & conditions or non-compliance to product specification.

6.11.4 The Tender Inviting Authority reserves the right to cancel the tender for all items or for any one or more of the items tendered without assigning any reason thereof.

6.12 Notices:

6.12.1 The Tender Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the bid process;

6.12.1.1 The bid notices, documents, corrigendum, addendum etc. if any.

6.12.1.2 Amendments to the bid conditions, if any, especially after the pre-bid meeting.

6.12.1.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.

6.12.1.4 List of bidders qualified, reasons for rejection of unqualified bidders.

6.12.1.5 Results of the sample verification demonstration of the items (if required), reasons for rejection and provisional list of bidders qualified for price bid opening.

6.12.1.6 Final List of technically qualified bidders

6.12.1.7 Summary of price bid opening

6.12.1.8 Notice, if any, relating to the contract given by one party to the other, shall be sent in

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writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

6.12.1.9 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

6.13 Other Terms and Conditions

6.13.1 Specifications and Standards: - The Goods & Services to be provided by the successful bidder under this contract shall conform to the specifications and quality control parameters mentioned in Section IV.

6.13.2 The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, Customs Duties etc.

6.13.3 In the event if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

6.14 Pre-Bid Meeting

6.14.1 A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.

6.14.2 Date of pre-bid meeting is mentioned in Section III.

6.14.3 Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process.

6.14.4 It is an opportunity for the prospective bidder to obtain all the details about the bided items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.

6.14.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the User Institution/funding agency, so as to make amendments in the bid document on the basis of expert advice.

6.14.6 Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the items bided and the bid conditions.

6.14.7 Filled up Bids will be accepted only **after** the date of pre-bid meeting.

6.15 Amendment of Bid Documents:

6.15.1 At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in

SBM-G website.

6.15.2 The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to each bid. Bidders are requested to browse the website of the Tender Inviting Authority (SBM-G) for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

6.16.1 The bids are to be submitted **off-line** in the Tender Box.

6.16.2 **PART-I as TECHNICAL BID** shall be submitted with all the required documents as mentioned in **clause 6.17**.

6.16.3 **PART II as PRICE BID** (in the required Format) shall be submitted. The price bid format is specific to a bid and is not interchangeable.

The Price bids submitted in **any other formats** will be treated as **non-responsive**. Multiple price bid submission by bidder shall lead to cancellation of bid.

6.16.5 SIGNING OF BID

The bidder shall sign on all statements, documents, certificates submitted by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false /fabricated/ bogus, the EMD/Bid Security shall stand forfeited & his/her name shall be recommended for debar.

6.16.6 RESUBMISSION AND WITHDRAWAL OF BIDS:

6.16.6.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

6.16.6.2 Resubmission of bid shall require submission of all documents including price bid afresh.

6.16.6.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6.16.6.4 The Bidder can withdraw its bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

6.16.6.5 The bidder should avoid submission of bid at the last moment to avoid inconvenience.

6.16.6.6 The details of the documents to be submitted are mentioned in **Clause 6.17**.

6.17 List of Documents in Bid Submission

The list of documents as a part of Technical Bid (PART I) is as mentioned below:

6.17.1 Bid Document cost

6.17.2 Earnest Money Deposit (s) : [Original bid processing fee & EMD(s) in a sealed envelope must reach the Tender Inviting Authority by post / courier before the closing date of bid submission and within the date and time of opening of technical bid, failing which the bid shall be rejected]

6.17.3 Format - T1 (CheckList)

6.17.4 Format - T2 (Details of Items quoted)

6.17.5 Format - T3 (Details of EMD submitted)

6.17.6 Format - T4 (Details of Bidder)

6.17.7 Format - T5 (Declaration Form)

6.17.8 Format - T6 (Annual Turnover Statement by Chartered Accountant)

6.17.9 Copies of the annual audited statement / Annual Report for 2015-16, 2016-17 & 2017-18 or 2016-17, 2017-18 & 2018-19 (Provisional statement of account shall not be considered).

6.17.10 Format-T7 (**Performance Statement** during the last three Years).

6.17.11 Copy of the GST registration certificate

6.17.12 Copy of PAN

6.17.14 Copy of IT Returns of the financial years 2015-16, 2016-17 & 2017-18 or 2016-17, 2017-18 & 2018-19.

6.17.16 Format-T8 (Manufacturers authorization format for Importer/Dealer/Distributor).

6.17.17 Copy of Product catalogues/ information's/ Certificates etc.)

A Copy of the all the above documents is to be submitted along with the original EMD document & Tender document Cost before the closing date of bid submission failing which the bid shall be rejected.

Note: No price information to be furnished in the Technical bid.

6.18 Opening of Technical Bid

6.18.1 The date of technical bid opening is published in advance. The date of opening of price bid will be decided who qualify in the technical bid evaluation and shall be informed in advance.

6.18.2 The opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule.. Bidders or his/her representative may or may not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.

6.18.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.

6.18.4 However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.

6.18.5The date and time of Price Bid will be announced only after the opening of the Technical Bid, Technical Evaluation and sample verification (if any) of the item(s) offered.

6.19 Evaluation of Bid:

6.19.1 The Evaluation will be done by Technical Evaluation Committee.

6.19.1.1The documents submitted as part of the technical bids shall be scrutinized by a Technical Evaluation Committee duly appointed.

6.19.1.2The Technical Evaluation Committee may also verify the veracity of claims in respect of the known performance of the item(s) offered, the experience and reputation of bidder in the field, the financial solvency etc.

6.19.1.3The decisions of the Technical Evaluation Committee on whether the bidders are responsive or non-responsive or requiring clarifications will be published.

6.19.1.4The details of price bid evaluation is mentioned at Clause No.6.23

6.20 Sample Verification of the item(s):

6.20.1Before opening of the Price Bid, the sample of the item(s) submitted if any as per Section-IV for the technically qualified bidders (based on document submitted) shall be verified by the technical committee of the tender inviting authority if required in order to verify the quality standard as asked in the technical specification.

6.20.2Failure to submit the samples before the stipulated date of sample submission will lead to automatic rejection of the bid and the price bid of such bidders shall not be considered for opening of Price bids.

6.20.3The Tender Inviting Authority's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during sample verification as mentioned above.

6.21 Price Bids Opening:

6.21.1The price bid of the technically qualified bidders shall be opened by the Tender Inviting Authority or his authorized representative(s).

6.21.2Price Offered shall be in **Indian Rupees**.

6.21.3**Fixed price: Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.**

6.21.4There shall also be no hidden costs.

6.21.5 Bidder shall quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner:

6.21.5.1 Basic Price: Basic absolute price includes customs duty, packaging, forwarding, insurance, transportation (Door Delivery) [Price per each Real/Piece/foil/Cylinder/Test/Bag/Kit etc. as per price bid/BOQ (as the case may be)] should include the cost of all accessories **excluding GST**.

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6.21.5.2 Applicable GST shall be quoted in the specified column in numeric values. (If the field is left blank, value will be taken as zero) in the price bid format.

6.21.5.3 The bidders shall offer the price which shall be inclusive of all the accessories (if any) mentioned in the technical specification under Section IV.

6.21.5.4 No bidder shall be allowed at any time on any ground, whatsoever it may be to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidder in the Bids shall not be entertained after submission of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tenders will be rejected.

6.22 Price Bid Evaluation:

The quoted rate should include customs duty, transportation, insurance, Packing & forwarding or any other incidental charges for door delivery at the warehouses & **excluding GST**. The price bid evaluation of an item will be made by comparison of quoted basic prices of each bidder **excluding GST**. The lowest eligible bidder i.e. (L1) bidder will be the bidder who quoted the lowest basic price in BOQ, out of the rest qualified bidders for that item.

6.22.2 Price preferences to eligible local Micro & Small Enterprises (MSEs) of Assam will be given which is as follows:

Local Micro & Small enterprises and Khadi & Village industrial units including coir, handloom and handicrafts will be entitled for a price preference of **10%** vis-a-vis local Medium and Large Industries and Industries outside the State (Assam).

Any local MSEs having valid ISO / ISI certification for their product will get an additional price preference of **3%**.

6.22.3 In case of any discrepancy in quoted GST percentage in BOQ by different bidders for a similar item. Then price bid evaluation for that item will be finalized after getting clarification from bidders as well as from tax department.

6.23 Award of Contract

Criteria:- The contract will be awarded to the lowest evaluated responsive (L1) bidder for the entire tendered quantity or part thereof as per the discretion of Directorate. However, for other technically qualified bidders may be asked through negotiation to match with the L1 price for supply of the item (s). The **MD, SBM-G, ASSAM reserves all rights regarding the decision of division of the total order quantity**. In case of splitting between two and three bidders at the ratio of **70:30; 50:30:20**, respectively, may be used at the discretion of **MD, SBM-G**.

In case of failure of any supplier, the non-supplied portion of the order quantity can go to the other suppliers who are on the panel for supplying of the said item. If L2 and L3 bidders/suppliers unwilling/failing to supply the item with L1 rate, then purchase orders may be placed to the other qualified bidders who are willing to supply the item at L1 rate. If other technically qualified bidders are not willing to supply the item(s) matching with

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L1 rate, then the total Tender/Order Quantity shall be supplied by L1 approved bidders/Supplier.

6.23.2 Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease the quantity of goods and services mentioned under Cl. 4.1 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

6.24 Notification of Award/Letter of Intent(LOI):

6.24.1 Before expiry of the bid validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post / email immediately afterwards) that its bid for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

6.24.2 The successful bidder(s), upon receipt of the LOI, shall deposit the prescribed performance security within **15 (fifteen)** days, failing which the EMD will be forfeited and the award will be cancelled.

6.24.3 The Notification of Award shall constitute the formation of the Contract.

6.25 Signing of Contract:

6.25.1 The successful bidder shall execute an agreement in a format which will be provided to the successful bidder along with the LOI for ensuring satisfactory supply and after sales or support.

6.25.2 The successful bidder shall submit the bank guarantee or a demand draft as a performance security prescribed under cl. 6.26.

6.25.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

6.25.4 Assignment:-The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

6.25.5 Sub Contracts:- The Successful bidder shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of its liability or obligation under the terms and conditions of the contract.

6.26 Performance Security:

6.26.1 There will be a performance security deposit amounting to **10 %** of the total purchase value with respect to the approx. Quantity of purchase as per Section-IV, as mentioned in Section III excluding taxes, which shall be submitted by the successful bidder(s) to the Tender Inviting Authority within **15 days** from the date of issuance of LOI.

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6.26.2 The performance security in the shape of a Demand Draft or Bank Guarantee in the prescribed format as per Annexure V. However BG submitted in format other than Annexure V will be liable for cancellation of Purchase Order.

6.26.3 Upon receipt of performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.

6.26.4 Failure of the successful bidder in providing performance security mentioned in Section III in time shall make the bidder liable for forfeiture of its EMD.

6.26.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

6.26.5.1 It shall be in any one of the forms namely Account Payee Demand Draft or Bankers Cheque or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form (Annexure V) as provided in this document endorsed in favour of the Tender Inviting Authority.

6.26.5.2 In the event of any failure / default of the successful bidder with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited.

6.26.5.3 In the event of any amendment issued, the successful bidder shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6.26.5.4 Tender Inviting Authority will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations. The performance security (in case of Bank Guarantee) shall remain valid for a period of minimum (1) one year from the date of LOI or latest expiry date of the batch(s) of a particular item, whichever is later. In case of Demand Draft it should remain up to the latest expiry date of the batch (s) of particular item(s).

6.27 Supply Conditions

6.27.1 The tender inviting authority will place the supply order and subsequently the hard copies will be sent through Post/ Courier. And it should be acknowledged with return mail within 7 days.

6.27.2 (a) The successful bidder shall have to supply the item(s) within the **stipulated period (30 days as mentioned in Clause 5.1.1)**, at the warehouses/ Supply points as mentioned in Section IV - Schedule of Requirement.

(b) In case of emergency, however the limit will be fixed by MD, SBM-G.

6.27.3 In case the supplied item(s) not delivered within the stipulated delivery period, the Tender Inviting Authority shall deduct **Liquidated Damage (LD) charges** as per the bid conditions specified in clause 6.34.5

6.27.4 The successful bidder(s) will arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is reached in the User Institution. It shall be ensured by the supplier that the item(s) arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Bid Document.

6.27.5The successful bidder is required to deliver the item(s) at the site within time specified under Cl. No. 6.27.2 from the date of issue of the 'Supply Order'. Proper detail stock taking has to be obtained in the invoices from the respective User Institutions with signature and seal.

6.27.6The materials supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in Section IV.

6.27.7A copy of the invoice shall be submitted by the successful bidder to every warehouses for stock entry at the respective location and a copy to finance division of SBM-G

6.27.8The supplier shall supply the materials at the specified destination(s) and submit the copy of invoice, Purchase order, Delivery Challan and other relevant documents at the destinations.. The quantity supplied shall be in terms of the units mentioned in the Tender Document.

6.28 Payment:

6.28.1 No advance payments towards cost of items will be made to the bidder.

6.28.2The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall be mentioned in it. Payment will be made after the full supply of the ordered quantity.

6.28.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

6.28.4 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

6.29 Corrupt or Fraudulent Practices:

6.29.1 It is required by all concerned namely the User Institution/ Bidders/ Successful bidders etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

6.29.2 "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

6.29.3 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

6.29.4 Tender Inviting Authority 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; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in

competing for, or in executing the contract.

6.29.5 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

6.30 Force Majeure

6.30.1 For purposes of this clause, Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause).

6.30.2 An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs (**within 7 days**) and it cannot be claimed ex-postfacto.

6.30.3 There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding **60(Sixty)** days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

6.31 Resolution of Disputes:

6.31.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

6.31.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

6.31.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Guwahati, **Assam**

6.32 Applicable Law & Jurisdiction of Courts:

6.32.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.32.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Guwahati / High Court of Assam.

6.33 General/ Miscellaneous Clauses:

6.33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful bidder on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

6.33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

6.33.3 The Successful bidder shall notify the Tender Inviting Authority of any material change that would impact on performance of its obligations under this Contract.

6.33.4 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / Government of Assam against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.

6.33.5 All claims regarding indemnity shall survive the termination or expiry of the contract.

6.34 Penalties for Non-performance:

6.34.1 The penalties to be imposed at any stage under this bid are;

6.34.1.1 imposition of liquidated damages,

6.34.1.2 forfeiture of performance security

6.34.1.3 Cancellation of purchase order and termination of the contract

6.34.1.4 de-recognition/ debarment of the bidder/supplier

6.34.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bids in the first round itself and/or may lead to forfeiture of performance security as well as result in de-recognition/ debarment of the bidder.

6.34.3 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture of Performance Security or leading to de-recognition/debarment.

6.34.4 Any unexcused delay by the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all of the following sanctions:

6.34.5 **Liquidated Damages:-** will be charged for delayed supply as follows-

a) Beyond the normal period of supply as per the purchase order, for immediate **next 30 days** : @ **0.25% per day**

b) For the **next 20 days** after initial delay of **30 days**: @ **0.5% per day**.

6.34.6 In case of incomplete supply (not completing 100%), penalty equal to 30% of the value of goods not supplied will be imposed subject to a limit of 20% of the Purchase Order value.

6.34.7 The decision to impose penalties and finally to **de-recognition/debarment** the defaulting firm will be final and shall be binding on all bidders participating in the bid.

6.35 De-recognition/Debarment:

6.35.1 **SBM-G, ASSAM** shall **de-recognize/ debar** the defaulting supplier for any item for a period up-to **3(three) years** from the date of issue of De- recognition/Debarment order on the following grounds:

- (i) For non-performance of contract provisions, non-supply / part- supply **(To be decided by the Tender Inviting authority)** as per purchase order during the validity of the rate contract period.
- (ii) If **3(three)** or more batches of any item supplied during the contract period declared as **"Not of Standard Quality"** on the basis of quality test report by empanelled Laboratories and/or Regulatory Authority **(both State and Central)**.

6.35.2 The bidder can be **de-recognized/debarred** by **SBM-G, ASSAM** up-to a period of **3 years** in case it is found at the time of *evaluation/verification/inspection* that the bidder has furnished **forged documents/false information** along with the bid.

6.35.3 The de-recognition/debarment provisions will apply *without prejudice to other penal provisions as per the tender terms & conditions*.

6.35.4 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided appropriate.

6.36 Termination of Contract:

6.36.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority.

6.36.2 In the event of the Tender Inviting Authority terminating the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.

SECTION - VII
FORMATS FOR SUBMISSION OF BID
(Technical Bid)

FORMAT - T1**CHECKLIST**(To be submitted in *Part I - Technical Bid*)

The documents has to be arranged as per the order mentioned in checklist for ease of scrutiny. The bidder has to **submit the documents** along with the Original EMD & Tender Document Cost as mentioned in Check list, on or before the due date & time of submission of bid.

Sl. No	Item	Whether included Yes /No	Page No.
1	Format - T1 (Check List)		
2	Bid Document Cost as DD		
3	The Earnest Money Deposit(s) as Demand Draft (s) based on no. of items tendered		
4	Format - T2 (Details of Items quoted)		
5	Format - T3 (Details of EMD submitted)		
6	Copy of the GST registration certificate		
7	Copy of PAN (Income Tax)		
8	Copy of IT Returns of the financial years 2015-16, 2016-2017 and 2017-18 or 2016-17, 2017-18 and 2018-19.		
9	Format - T4 (Details of Bidder)		
10	Format - T5 (Declaration Form)		
11	Format - T6 (Annual Turnover Statement by Chartered Accountant)		
12	Copies of the annual audited statement / Annual Report for 2015-16, 2016-2017 and 2017-18 or 2016-17, 2017-18 and 2018-19 (Provisional statement of account shall not be considered)		
13	Format-T7 (Performance Statement during the last three Years)		
14	Format-T8 (Sample Submission)		
15	Any other document require (i.e. product brochure/data sheet of quoted products etc.) as per the technical specification (Section-IV)		

All the documents to be furnished in the checklist has to be page numbered. All the formats (T1 - T7) are to be filled up mandatorily.

Note:

- 1) Mentioning of Page Nos. in the relevant column as mentioned above is mandatory for ease of scrutiny.
- 2) No price information to be submitted in Technical Bid.
- 3) After preparation of the all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal.

Format - T2
 (To be submitted in Part I - Technical Bid)
DETAILS OF THE ITEMS QUOTED

(use additional sheets if space provided is not sufficient)

Sl. No	Item Code	Item Name	Specification / Strength & Unit Pack
1	2	3	4

Signature of the Bidder: _____

Date: _____

Official Seal: _____

Format - T3
(To be submitted in *Part I - Technical Bid*)

DETAILS OF EMD SUBMITTED

Sl.	Item Code	Name of Item	D.D/B.G/B.C No. & Date & Name of Bank	EMD Amount (Rs.)
		TOTAL (Rs.)		

Signature of the Bidder:

Date:

Official Seal:

Format - T4
(To be submitted in **Part - I Technical Bid**)

DETAILS OF THE BIDDER

GENERAL INFORMATION ABOUT THE BIDDER				
1	Name of the Bidder			
	Registered address of the firm			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
3	Address			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Type of the Firm (Please • relevant box)				
4	Private Ltd.	<input type="checkbox"/>	Public Ltd.	<input type="checkbox"/>
	Partnership	<input type="checkbox"/>	Society	<input type="checkbox"/>
	Proprietorship		<input type="checkbox"/>	
		Others, specify		<input type="checkbox"/>
Registration No. & Date of Registration.				
Nature of Business (Please • relevant box)				
5	Manufacturer		<input type="checkbox"/>	
	Direct Importer		<input type="checkbox"/>	
6	Other relevant information to be furnished in a separate sheet: - If the bidder is blacklisted/banned/de-recognized for supplying drugs/items within the last 3 years from the date of floating of the tender by authorities as mentioned in Clause No. 5.2.5.			
7	Furnish the copy of the GST registration certificate			
8	PAN : Furnish the copy of the PAN			

9	Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)				
a. Name of the Bank :					
b. Full address of the Branch concerned :					
c. Account no. of the bidder :					
d. IFSC Code of the Bank :					
<i>Date</i>		<i>Office Seal</i>		<i>Signature of the bidder / Authorized signatory</i>	

Format - T5

(To be submitted in **Part-I Technical Bid**) (In terms of Cl. No. 5.2 and 6.39 of Bid Document)

DECLARATION FORM

(Affidavit before Executive Magistrate / Notary Public on **10 Rupees** non-judicial stamp paper)

I / Wehaving My / our registered office at..... & having My / our factory premises at..... do declare that I / We have carefully read all the terms & conditions of bid of SBM-G, **Assam** for the supply of.....(Name of the items). The approved rate will remain valid for a period of one year from the date of approval. I will abide with **all the terms & conditions** set forth in the Bid document Reference no.along with the subsequent amendment, if any.

I/We do hereby declare I/We are not de-recognized / black listed/ banned/ Convicted as a firm or for the quoted items **on or before the date of floating of the tender** by any one or more of the authorities and for one or more of the reasons mentioned in Cl. No.5.2.5 of the tender document.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us for a period of **3(three)** years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Bid terms & conditions. In case I/We are de-recognized / black listed/banned/ by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions/ State Medical Corporations and or convicted by any court of law **on and from the date of floating of the tender**, I/We undertake to inform the same to SBM-G. I/we also under take that, I/we are not involved in any unfair/fraudulent practice.

I/We do hereby declare that I/we will supply the _____ item(s) as per the terms, conditions & specifications of the bid .

Signature of the bidder:

Seal:

Date:

Name & Address of the Firm/Agency/

Format - T6
(To be submitted in **Part - I Technical Bid**)

ANNUAL TURN OVER STATEMENT
(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last three financial years of M/S _____
_____ who is a manufacturer/importer of
Drugs are given below and certified that the statement is true and correct.

<i>Sl. No.</i>	<i>Financial Year</i>	<i>Turnover in Crores (Rs) both in figures & words</i>
1	2015-2016/2016-17	
2	2016-2017/2017-18	
3	2017-2018/2018-19	

Date:

Signature of Auditor/
Chartered Accountant

Place:

(Name in Capital)

Seal

Membership No.

N.B: This turnover statement should also be **supported by** copies of audited **annual statement** of the last three financial years / **Annual Report** and the turnover figures mentioned above should be **highlighted** there.

Format - T2
(To be submitted in **Part - I Technical Bid**)
PERFORMANCE STATEMENT

(For the period of last three years)

[Pl. Furnish order copies of the clients serially, the names of which are mentioned below]

Name of Bidder: _____ ; _____
Name of Manufacturer: _____ ; _____
Name of the Item: _____

Sl. No.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name with Drug Code.	Specification	Qty.	Value of Contract (Rs.)	Date of Completion	Have the items supplied satisfactorily (attach documentary proof)**
1								
2								
..								
..								
				Total Qty.				

(Attach separate sheets if the space provided is not sufficient)

Signature and seal of the Bidder

*The documentary proof will be copies of the purchase order (during the last 3 years) indicating P.O. No. and date.
**The documentary proof will be certificate from the consignee/end user indicating P.O. No. and date

FORMAT -T8
(To be submitted on the date of sample submission)

Performa for Submission of Protective Gears

Name of the Bidder: _____

Address: _____

Sl. No	Item Code	Name of the Item	Technical Specification	Qty. Submitted

Signature

: Date:

Seal:

PRICE BIDDING FORMAT

PRICE SCHEDULE

SL. No	Items	Unit	#Price in INR	
			in words	in words
1	Face shield (Coverage Front Face, Eyes ,Nose ,Side Face) Reusable Length 355 millimeter Width 203.2 millimeter Thickness 1.5 millimeter Other Features Optically Clear ,Anti-Fog ,Light weight ,Anti-Static ,Vented Foam Design For Increased Air Flow And Comfort ISO Certified)	Each		
2	Waterproof gloves <i>(full fingered, unisex, Wear resistance, Good ventilation, Good anti-static ,Washable, Good non-slip, Resist Heat up to 572 deg F)</i> Weight 120 gram Length 25 centimeter Cuff size, inch 3-4 Width 6 inch Size as required	Pair		
3	Rubber boots <i>(Type 2 — Oil resistant Variety 2 (Industrial protective rubber half knee boots. The boots shall be made of rubber with fabric lining. Protective steel toe caps Type II conforming to IS 5852 shall be used) Size of Boots - as per requirements</i>	pair		
5	Sprayer for office premises (battery operated sprayers including rechargeable batteries 12V 8 ah) (C)	No.		

Quoted price exclusive of taxes.

#Taxes will be calculated as applicable.

Sign:

Seal:

SECTION-VIII ANNEXURES

ANNEXURES

(TO BE EXECUTED BY THE SUCCESSFUL BIDDER)
Model Bank Guarantee Format for furnishing EMD
[Ref. Para 21]

Whereas (herein after called the "tenderer") has submitted their offer dated..... for the supply of (herein after called the "tender") against the purchase's tender enquiry No.....

KNOW ALL MEN by these presents that we..... of having our registered office at are bound unto (hereinafter called the "purchase") in the sum of..... for which payment will and truly to be made to the said Common

Common Seal of the said Bank this..... day of..... 20.....

THE CONDITION OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the purchase during the period of its validity:-
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the purchase up to the above amount upon receipt of its first written demand, without the purchase having to substantiate its demand, provided that in its demand the purchase will note that the amount claimed by it is due to it owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

This guarantee shall be valid until the ____/____/2021.

We the Branch..... undertake not to revoke the guarantee during its currency except with the previous consent of the **Mission Directorate, SBM-G, Assam** in writing.

We the Branch..... further agree that a mere demand by **Mission Directorate, SBM-G, Assam**, is sufficient for us Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the Agency and protest by said Agency cannot be a valid ground for us Branch to decline payment to **Mission Directorate, SBM-G, Assam**

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....

Seal, name & address of the Banks and address of the Branch

Model Bank Guarantee Format for Performance Security
[Ref. Para 22(i)]

The Mission Director,
Swachh Bharat Mission (Grameen),
Hengrabari, Guwahati-36, Assam

WHEREAS.....(name and address
of the supplier) (here in after called "the supplier") has undertaken, in pursuance of contact
no.....dated..... to supply.....(description of goods and services) (here in
after called "the contract").

and WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you
with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified
therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you on
behalf of the supplier, up to a total of..... (amount of the guarantee in words
and figures),
and we undertake to pay you, upon your first written demand declaring the supplier to be in default
under the contract and without cavil or argument, any sum or sums within the limits of (amount of
guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your
demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the
contract to be Performed there under or of any of the contract documents which may be made
between you and the supplier shall in any way release us from any liability under this guarantee
and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of20.....

We theBranch.....undertake not to revoke
the guarantee during its currency except with the previous consent of the **Swachh Bharat Mission**
(Grameen), Assam in writing.

We theBranch..... further agree that a
mere demand by **Swachh Bharat Mission (Grameen), Assam**, is sufficient for us
..... Branch at Guwahati to pay the amount covered by the Bank Guarantee without
reference to the Agency and protest by said Agency cannot be a valid ground for us
..... Branch to decline payment to **Swachh Bharat Mission (Grameen), Assam**

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Banks and address