

Tender Document for

**Supply of Emergency Kit for Pratirodhi Bondhu Volunteers
To
Assam State Disaster Management Authority**

Tender No: ASDMA.36/2020/93

Issued on: 22nd October 2020

Issued By:

**Assam State Disaster Management Authority
Janata Bhawan
Dispur, Guwahati-781006
Website: <http://asdma.gov.in/>
<https://asdma.assam.gov.in/>**

K. G. Gaudar

Table of Contents

1	NOTICE INVITING TENDER (NIT)	3-4
1.1	ELIGIBILITY CRITERIA	3
2	INSTRUCTIONS TO BIDDERS	6-12
2.1	INTRODUCTION (DEFINITIONS)	5
2.2	BIDDER TO BEAR COST OF PURCHASE OF TENDER	5
2.3	BID DOCUMENTS	5-6
2.4	AMENDMENT TO BID DOCUMENTS	6
2.5	EXTENSION OF TIME	6
2.6	BID PRICE	6
2.7	BIDDERS ELIGIBILITY AND QUALIFICATIONS	6
2.7.1	EMD	6
2.8	VALIDITY PERIOD OF BID	7
2.9	FORMAT OF SIGNING OF THE BID	7
2.10	DEADLINE FOR SUBMISSION OF BID	7
2.11	MODIFICATION AND WITHDRAWAL OF BIDS	8
2.12	SUBMISSION OF BID	8
2.13	OPENING OF TECHNICAL BID	9
2.14	OPENING OF FINANCIAL BID	9
2.15	EVALUATION OF BIDS	9
2.16	PURCHASER'S RIGHT TO VARY QUANTITIES	11
2.17	PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	11
2.18	NOTIFICATION OF SUCCESSFUL BIDDER	12
2.19	SIGNING OF CONTRACT	12
2.20	CANCELLATION OF LETTER OF INTENT	12
2.21	POST BID CLARIFICATIONS	12
2.22	DELIVERY	12
3	GENERAL CONDITIONS OF THE CONTRACT	13-17
3.1	PRICE APPLICABILITY	13
3.2	STANDARDS	13
3.3	PATENT RIGHTS	13
3.4	INSPECTION AND TESTS	13
3.5	TRAINING	14
3.6	WARRANTY	14
3.7	CHANGE IN ORDERS	14
3.8	SUB-LETTING	15
3.9	LIQUIDATED DAMAGES	15
3.10	ARBITRATION	15
3.11	RISK PURCHASE	15
3.12	GENERAL LIEN	15
3.13	PACKING	16

3.14	REPLACEMENT OF DEFECTIVE ITEMS	16
3.15	FORCE MAJEURE	16
3.16	TERMINATION FOR DEFAULT	17
3.17	TERMINATION FOR INSOLVENCY	17
3.18	ADD ON/REPEAT ORDER	17
4	SPECIAL CONDITIONS OF CONTRACT	18
4.1	PRICE BASIS	18
4.2	PAYMENT TERMS	18
4.3	PAYING AUTHORITY	18
4.4	CONSIGNEE	18
4.5	INSPECTING AUTHORITY	18
4.6	DELIVERY SCHEDULE	18
4.7	LIQUIDATED DAMAGES (LD)	18
5	Annexure I: Technical specifications and Bill of Quantity (BoQ)	19
6	Annexure II: Datasheet	20
7	Annexure III: Price Bid Schedule	21
8	Annexure IV: List of Project Sites	22
9	Annexure V: Evaluation Matrix	23



1 NOTICE INVITING TENDER (NIT)

The Chief Executive Officer, Assam State Disaster Management Authority invites Technical & Financial Bids from reputed, experienced & financially sound Firm for supply of emergency kit for Pratirodhi Bondhu volunteers, which contains one vest, one cap and one mask in each kit.

The Complete tender documents shall be available on ASDMA website, Govt. of Assam (<http://asdma.gov.in>) & (<https://asdma.assam.gov.in/>).

Last date for seeking clarification, if any: 5 (Five) days prior to the last date of submission of tenders. Bidders are advised to check the ASDMA website, Govt. of Assam regularly for corrigenda/amendments, if any. **Canvassing in any forms during the bid process by the bidders is strictly prohibited.**

1.1 ELIGIBILITY CRITERIA

1. Bidder firm who would be bidding the tender should be a registered one with GST registration, PAN card and having its headquarters office at Guwahati.
2. The Average Annual Financial Turnover of the bidder during the last 3 years, ending 31st March 2020, should be Rs. 30 Lakhs (Turnover to be certified by Chartered Accountant). Annual Report (Balance Sheet and Profit & Loss Account) for the last five financial years are to be submitted.
3. The Bidder should not have been blacklisted by any PSU/Govt. Dept. in doing business with them and not engaged with any legal disputes with Govt. of Assam or any departments/agencies of the Govt. of Assam. (Self-declaration is to be submitted).
4. Bidder should have experience of having successfully completed similar supplies during the last 3 financial years ending 31st March, 2020. (Attested copies of supply order along with completion certificate are to be submitted).
5. Bidder should submit samples of the Emergency Items before the Purchaser on date of opening of technical bids with the quoting reference of the tender and date of opening of tender.
6. The Bidder should not have been barred by any PSU/Govt. Dept. in doing business with them. (Please submit self-declaration).
7. Bidder should have valid GST Registration certificate and PAN card.


Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Interested and eligible Bidders are required to submit readable scan copy of necessary documents related to Eligibility Criteria, Technical and Financial Bids in 3 (three) separate envelopes as stated above.

1. The envelope containing the Eligibility Criteria will be opened on the specified date and time in presence of Bidders or their authorized representatives who choose to attend. Technical Bids of only those bidders will be opened who meet the eligibility criteria. In the event of the date specified for bid receipt and opening being declared as a holiday, the due date for submission and opening of bids will be the following working day at the appointed times.

2. The summary of various activities with regard to this invitation of bids are listed in the table below:

	BID REFERENCE	Date & Time
1	Date of commencement of issue of Bid Documents	22 nd October, 2020
2	Pre Bid meeting	2 nd November, 2020
3	Last date & Time for submission of Bids	11 th November, 2020 (4 PM)
4	Date & Time of opening the document related to Eligibility Criteria, Technical Bid	12 th November, 2020 (11.30 AM)
5	Date & Time of opening of Financial Bid	Will be intimated to the Bidders
6	Place of issue of Bid Document; Bid submission, and opening of Technical and Financial Bids	Assam State Disaster Management Authority(ASDMA)
7	Tender Processing Fees	Rs. 1,000/-
8	EMD fees	Rs. 50,000/-


State Project Coordinator
Assam State Disaster Management Authority
Dispur, Guwahati

SECTION-2

2 INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1** "Purchaser" means Assam State Disaster Management Authority.
- 2.1.2** "Bidder" means the Original Equipment Manufacturer/Authorized Dealer that participates in the tender and submits its bid. (Dealership Certificates /authorization letter to be enclosed where applicable)
- 2.1.3** "Goods/Products" means all the hardware equipments and software including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.4** "Letter of Intent (LOI)" means the communication of the intention of the Purchaser to the Bidder to place the Purchase Order for the former's offered goods/services.
- 2.1.5** "Purchase/Work Order (PO)" means the order placed by the Purchaser on the Supplier duly signed by the Purchaser's authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.6** "Contract" means the Agreement entered in between the Purchaser and the Supplier, together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 2.1.7** "Contract Document" means the document listed in the Agreement, including any amendments thereto.
- 2.1.8** "Contract Price" means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents include:-

- | | |
|-----------|------------------------------------|
| Section 1 | Notice Inviting Tender |
| Section 2 | Instructions to Bidders |
| Section 3 | General Conditions of the Contract |
| Section 4 | Special Conditions of the Contract |



Annexure –I Technical specifications and Bill of Quantity (BOQ)

Annexure-II Data sheet

Annexure –III Price Bid schedule

Annexure –IV List of Project Sites

Annexure-V Evaluation Matrix

2.4 AMENDMENT TO BID DOCUMENTS

2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason modify the bid documents by amendments.

2.4.2 The amendments/Corrigendum in this regard will be notified on official website of ASDMA and these amendments will be binding on them. Bidders are advised to visit official website of ASDMA regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Price indicated in the schedule shall be F.O.R destination basis. Prices should be inclusive of all taxes and duties. However, rate of taxes and duties included in the price offered should also be given separately from the basic price. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

2.7.1 EMD:

2.7.2 The Bidder shall submit EMD amounting to Rs. 50,000/- (Rupees Fifty thousand) only EMD shall be in one of the following forms:-

- a. A Bank Guarantee issued by any Nationalized Bank/Indian Bank/Scheduled State Co-operative Banks as in favour of the Purchaser valid for a period of 180 days from the date of tender opening.
- b. Demand Draft from a Nationalized Bank/Indian Bank/Scheduled State Co-operative Banks in favour of "CEO, Assam State Disaster Management Authority", payable at Guwahati.

- 2.7.3** The bid not secured in accordance with the above shall be rejected by the Purchaser as being non-responsive.
- 2.7.4** EMD of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.
- 2.7.5** The successful bidder's EMD will be discharged upon the bidder's submission of the Performance Guarantee.
- 2.7.6** EMD may be forfeited under the following circumstances:-
- a. If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
 - b. In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
 - c. If he fails to supply the material in terms of the conditions of contract.
- 2.7.7** No interest is payable on EMD.
- 2.7.8** In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.8 VALIDITY PERIOD OF BID

Bid shall remain valid for 180 days after the Technical & Financial bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity.

2.9 FORMAT OF SIGNING OF THE BID

- 2.9.1** The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The Letter of Authorization shall be accompanied by a written Power of Attorney accompanying the bid.
- 2.9.2** All pages of the original bid except printed literature shall be initialed by the person signing the bid.
- 2.9.3** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.

2.10 DEADLINE FOR SUBMISSION OF BID

Bids received after the specific date and time shall not be entertained.



2.11 MODIFICATION AND WITHDRAWAL OF BIDS

2.11.1 The bidder may modify or withdraw his bid prior to the deadline prescribed for submission of bids.

2.11.2 No bidder shall modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

2.12 SUBMISSION OF BID

Bids are to be submitted in three bid form comprising of 1) Documents containing eligibility criteria 2) Technical Bid and 3) Financial Bid. The documents to be placed under each of the sections are as follows:

1) Documents containing eligibility criteria:-

- Documentary evidence in respect of the eligibility criteria mentioned in below:
- ✓ The Average Annual Financial Turnover of the bidder during the last 3 years, ending 31st March 2019, should be Rs 30 Lakhs/annum (Turnover to be certified by Chartered Accountant).
- ✓ The Bidder should not have been blacklisted by any PSU/Govt. Dept. in doing business with them and not engaged with any legal disputes with Govt. of Assam or any departments/agencies of the Govt. of Assam. (Self-declaration is to be submitted).
- ✓ Bidder should have successfully supplied minimum 2 similar supplies to any Government department/agencies the last 3 years (Financial year 2017-2018 to 2019-20) (Attested copies of supply order and completion certificate are to be submitted).
- ✓ If the bidder is an authorized distributor, experience of the bidder will only be considered.
- ✓ Bidders should have own/authorized Office in Guwahati city. Proof of registration of firm at Guwahati city is required.
- ✓ No invocation of Bank Guarantee in last 3 years (An undertaking is to be submitted).
- ✓ Bidder must have updated GST Registration and PAN Card.
- ✓ Bidder should submit samples of the Items mentioned as per Annexure –I (Datasheet) before the Purchaser on date of opening of technical bids with the quoting reference of the tender and date of opening of tender.
- ✓ Earnest Money Deposit (EMD)
- ✓ Tender Processing Fees

2) Technical Bid: The Technical Bid will comprise of the following bidding documents

- Data Sheet (**Annexure-II**) mentioning complete technical specifications, make, model, name of suppliers/manufacturers and commercial terms etc. of the equipments offered. It may specifically be mentioned whether the quotation is strictly as per bid technical specifications.
- Power of Attorney /Authorization with a seal of the company, of person signing the bid

documents. All the pages of the Bid (original & copy) must be serially numbered, and kept in a file. Each page must indicate the page number of that page/the total number of pages the bid contains. For example, if the bid contains 99 pages in total, the marking on page 1 shall be "1/99", on page 2 it will be marked as "2/99" and so on.

3) Financial Bid shall contain the **Price Bid Schedule** as per the format given in **Annexure-III**).

For any queries/ information the bidder can contact at the address mentioned below:

Assam State Disaster Management Authority

Janata Bhawan,

Guwahati-781006

Email ID: asdmaghy@gmail.com

Tel: 0361-2237221, Fax: 0361- 2237010

- **VENUE OF TENDER OPENING:** Tender shall be opened in the office of **Assam State Disaster Management Authority, Janata Bhawan, Dispur, Guwahati-781006** at the time on the due date mentioned in the N.I.T. If due to any administrative reason the venue of Bid opening is changed it will be duly intimated.
- Offer received through Fax/E-mail or through open letter shall be ignored.

2.13 OPENING OF TECHNICAL BID

2.13.1 The Purchaser shall open the Technical Bid of eligible bidders in the presence of the bidder or their authorized representatives, who choose to attend at date and time specified in the NIT. The authorized representatives, who remain present, shall sign the Attendance Register. However, no separate invitation will be given to the bidders from the Purchaser in this regard.

2.13.2 A maximum of two representatives authorized by any bidder shall be permitted to attend the bid opening.

2.13.3 The date fixed for opening of bids, if subsequently declared as a Govt. holiday, the bids will be opened on the next working day, time and venue remaining unaltered.

2.14 OPENING OF FINANCIAL BID

Financial Bid of only those bidders will be opened whose Technical Bids are found to be technically responsive and acceptable to ASDMA. Authorized representative of the bidders may attend the Financial Bid opening. The qualified parties shall be notified with the date, time & venue of the opening of the Financial Bid.

2.15 EVALUATION OF BIDS

2.15.1 The evaluation would consist of following phases:

Phase I: Evaluation of Eligibility Criteria.

Phase II: Evaluation of Technical Bids

Phase III: Evaluation of Financial Bids.

Phase IV: Combined Evaluation of Technical & Financial bids

2.15.2 Phase I: Evaluation of Eligibility Criteria:

In this part the Agency will be evaluated for the fulfillment of the conditions specified in the Eligibility Criteria under Clause 1.1. **However, the purchaser may waive any minor infirmity or non-conformity or irregularity in the bid, which does not constitute a material deviation.**

2.15.3 Phase II: Evaluation of Technical Bids:

In this part the technical bid of only those agencies who have qualified the Phase I i.e. Eligibility Criteria will be evaluated.

The technical bid will be analyzed and evaluated on:

- Experience of the Firm
- Demonstration of Items as per Technical Specification mentioned in the NIT and offered Specification.

The technical bid will be analyzed and evaluated and the technical bid marks shall be assigned to each bid on the basis of evaluation matrix at **Annexure-V**.

2.15.4 Analysis of technical bid:-

- In this part, the technical bid will be analyzed and evaluated and the technical bid marks (Stm) shall be assigned to each bid on the basis of evaluation matrix.
- Each competency group will have Minimum Qualification Score and only those Technical Bids receiving marks greater than or equal to cut-off marks in each competency group will be eligible for consideration in financial bids. If required, the Authority may seek specific clarifications from any or all Tenderer(s) at this stage. The Authority shall determine the Tenderer that qualify for the next phase after reviewing the clarifications provided by the Tenderer(s).
- Technical Bid Score: The Technical Bid Score 'St' of the Tenderer shall be derived as under

$$S_t = (S_{tm}/S_H), \text{ where}$$

S_t is the Technical Bid Score

S_{tm} = Total technical bid marks of the bid under consideration

S_H = Highest total technical bid marks amongst all evaluated bids

2.15.5 The Authority reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Tenderer of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Tenderer.

2.15.6 Phase III: Evaluation of Financial Bids:

In this phase, the Financial Bids of the Tenderer, who are technically qualified in Phase II, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows

$$S_f = (F_L / F),$$

Where

S_f is the Financial Score

F_L is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration

2.15.7 Phase IV: Combined Evaluation of Technical & Financial Bid

- i. The Total score of the Tenderer will be determined as under

$$\text{Total Score } (T_s) = (70 \times S_t) + (30 \times S_f)$$

- ii. The Bid of the Tenderer, who obtains the highest T_s value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (S_t) will be rated as the best bid. Beyond that, Authority will decide the matter in its full discretion.
- iii. The Authority will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

2.15.8 Phase IV: Criteria for Award of Contract

The Authority will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined to be lowest quoted tenderer. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

2.16 PURCHASER'S RIGHT TO VARY QUANTITIES

2.16.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.16.2 In case of division of order among a number of parties, the distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.17 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept the lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without

assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.18 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.18.1** Prior to the expiration of the bid validity period, the Purchaser will notify the successful bidder in writing by registered letter or fax or e-mail, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.18.2** The notification of the award will constitute the formation of the contract
- 2.18.3** The successful bidder will furnish the Performance Bank Guarantee (PBG) within 10 days of the notification.
- 2.18.4** Upon successful bidder furnishing the PBG, the Purchaser will notify each unsuccessful bidder and will discharge its bid bond/EMD.

2.19 SIGNING OF CONTRACT

- 2.19.1** At the time when the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the Bidder the contract form provided in the bidding documents, incorporating all agreement between the parties.
- 2.19.2** Within 10 days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to the Bidder along with the Performance Bank Guarantee (PBG).

2.20 CANCELLATION OF LETTER OF INTENT

- 2.20.1** Failure of the successful bidder to comply with the requirement of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser will have the discretion to make the offer to any other bidder or call for new bids.

2.21 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.22 DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until the completion of delivery in full. The Schedule of delivery shall be the essence of the contract.



SECTION – 3

3 GENERAL CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILIT

Prices quoted by the bidder in the Price Bid Schedule (**Annexure III**) shall remain valid for a period **1 year** from the date of signing the contract between the Purchaser and the Supplier.

3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications (**Annexure II**).

3.3 PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

3.4 INSPECTION AND TESTS

- 3.4.1** The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.
- 3.4.2** Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.
- 3.4.3** If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Purchaser shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 1 months of the initial report. These replacements shall be made by the Supplier, free of all charges, at the site(s).
- 3.4.4** As regards Inspecting Authority and other details please refer to Special Conditions of the Contract (Section-4).



3.5 TRAINING

The Supplier will train crew members and nominated members by the purchaser on the operation and maintenance of the boats.

3.6 WARRANTY

- 3.6.1** The Supplier shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser, who shall state in writing in what respect goods are faulty. This warranty shall survive inspection or payment for, and acceptance of goods after the goods have been taken over.
- 3.6.2** However, the warranty period specified, if any, in the Special Conditions of Contract (Section – 4) the same shall rule.
- 3.6.3** If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the warranty period. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
- 3.6.4** Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

3.7 CHANGE IN ORDERS

- 3.7.1** The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-
- a) Drawings, designs or specifications where goods to be furnished under the Contract is to be specifically manufactured for the Purchaser.
 - b) Method of transportation or packing.
 - c) Place of delivery.
 - d) Services to be provided by the supplier.
- 3.7.2** If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or

delivery schedule or both and the contract shall accordingly be amended.

3.8 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

3.9 LIQUIDATED DAMAGES

3.9.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed no later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

3.9.2 For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the Performance Bank Guarantee and may also debar the Supplier for future purchases.

3.9.3 LD can be recovered from any dues of the Supplier.

3.10 ARBITRATION

3.10.1 In the event of any dispute arising between ASDMA and the Supplier in any matter covered by this contract, the Tribunals and Courts at Guwahati will have the exclusive jurisdiction in respect of all matters and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration.

3.11 RISK PURCHASE

3.11.1 In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:

- To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
- To terminate the Contract by giving 2 weeks' notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

3.12 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole the

Performance Bank Guarantee of the Supplier. In the event of the Performance Bank Guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Purchaser on demand the remaining balance due.

3.13 PACKING

The supplier shall ensure that the Goods/items are securely and adequately packed to ensure safe arrival at the destinations fully withstanding all hazards such as rough handling etc. during transit.

3.14 REPLACEMENT OF DEFECTIVE ITEMS

3.14.1 If any items or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted, ASDMA shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by a good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the items in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.

3.14.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.15 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be the reason of such an "eventuality" and be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to

an end or ceased to exist. In case of any dispute, the decision of CEO, ASDMA, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

3.16 TERMINATION FOR DEFAULT

3.16.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

- if the supplier fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .
- if the Supplier fails to perform any other obligation(s) under the contract; and
- if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- On a notice period of 30 days.

In the event the Purchaser terminates the contract in whole or in part pursuant to the above para, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

3.17 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3.18 ADD ON/REPEAT ORDER

ASDMA reserves the right to place Add on/Repeat order for additional quantity as per prevailing Govt. guidelines.

SECTION – 4

4 SPECIAL CONDITIONS OF CONTRACT

The following special conditions of the contract shall supplement the general conditions of the contract. Whenever there is a conflict, the provision herein shall prevail over those in the general conditions of the contract.

4.1 PRICE BASIS

F.O.R. Destination basis, the list of delivery sites is given at Annexure-IV

4.2 PAYMENT TERMS

Payment will be released by the Assam State Disaster management Authority in Indian Rupees as follows:

- 70% payment within 90 days from the date of successfully delivery at the F.O.R destination.
- 30% within 90 days of successful delivery at each F.O.R destination, subject to certificate from the concerned authority that boat, accessories etc. as per specification issued by ASDMA are successfully received, installed, commissioned and working satisfactorily and training of nominated crew(s).
- In case of any delay in making payment, no interest can be claimed by the supplier.

No payment will be made for goods rejected on testing.

4.3 PAYING AUTHORITY: - Assam State Disaster Management Authority (ASDMA).

4.4 CONSIGNEE: As per the List enclosed at **Annexure-VI**

4.5 INSPECTING AUTHORITY

The Inspecting Authority will be nominated at the time of issue of Purchase Order.

4.6 DELIVERY SCHEDULE

Within 4 weeks from the date of issue of purchase order.

4.7 LIQUIDATED DAMAGES (LD)

Shall be applicable @ 2% per week subject to a maximum of 10% of the P.O. value



Technical specifications and Bill of Quantity (BoQ)

Annexure- I

Sl. No.	Item	Parameter	Detailed Specification	QTY:
1	Safety Vest	Length/Size/ Type	<ul style="list-style-type: none">• Light weight L-size (free size) without sleeves for unisex use• Two front pockets• FR Reflective stripe on the vest• Outer and inner layer fabricated• Cloth type- polyester best quality	5,000 Nos.
		Quality	Water resistant	
		Colour	Florescent orange or green	
		Opening type	Front opening	
2	Cap	Size	Free Size (adjustable)	5,000 Nos.
		Colour	White or Orange	
3	Mask	Type	Reusable double layer mask	5,000 Nos.
		Material	Cotton best quality material	

- The logo of ASDMA should be embedded in all Vests and Caps.

Datasheet

SI No	Item	Make	Model No.	Specifications	Total quantity	Compliance Yes/No	Remark

List of Project Sites

Sl.	Name of the District	Delivery Address
1	Baksa	DDMA, O/O Deputy Commissioner, Baksa
2	Barpeta	DDMA, O/O Deputy Commissioner, Barpeta
3	Biswanath	DDMA, O/O Deputy Commissioner, Biswanath
4	Bongaigaon	DDMA, O/O Deputy Commissioner, Bongaigaon
5	Cachar	DDMA, O/O Deputy Commissioner, Cachar
6	Charaideo	DDMA, O/O Deputy Commissioner, Charaideo
7	Chirang	DDMA, O/O Deputy Commissioner, Chirang
8	Darrang	DDMA, O/O Deputy Commissioner, Darrang
9	Dhemaji	DDMA, O/O Deputy Commissioner, Dhemaji
10	Dhubri	DDMA, O/O Deputy Commissioner, Dhubri
11	Dibrugarh	DDMA, O/O Deputy Commissioner, Dibrugarh
12	Dima-Hasao	DDMA, O/O Deputy Commissioner, Dima-Hasao
13	Goalpara	DDMA, O/O Deputy Commissioner, Goalpara
14	Golaghat	DDMA, O/O Deputy Commissioner, Golaghat
15	Hailakandi	DDMA, O/O Deputy Commissioner, Hailakandi
16	Hojai	DDMA, O/O Deputy Commissioner, Hojai
17	Jorhat	DDMA, O/O Deputy Commissioner, Jorhat
18	Kamrup	DDMA, O/O Deputy Commissioner, Kamrup
19	Kamrup(M)	DDMA, O/O Deputy Commissioner, Kamrup (M)
20	Karbi Anglong	DDMA, O/O Deputy Commissioner, Karbi Anglong
21	Karimganj	DDMA, O/O Deputy Commissioner, Karimganj
22	Kokrajhar	DDMA, O/O Deputy Commissioner, Kokrajhar
23	Lakhimpur	DDMA, O/O Deputy Commissioner, Lakhimpur
24	Majuli	DDMA, O/O Deputy Commissioner, Majuli
25	Morigaon	DDMA, O/O Deputy Commissioner, Morigaon
26	Nagaon	DDMA, O/O Deputy Commissioner, Nagaon
27	Nalbari	DDMA, O/O Deputy Commissioner, Nalbari
28	Sivasagar	DDMA, O/O Deputy Commissioner, Sivasagar
29	Sonitpur	DDMA, O/O Deputy Commissioner, Sonitpur
30	South-Salmara	DDMA, O/O Deputy Commissioner, South Salmara
31	Tinsukia	DDMA, O/O Deputy Commissioner, Tinsukia
32	Udalguri	DDMA, O/O Deputy Commissioner, Udalguri
33	West Karbi-Anglong	DDMA, O/O Deputy Commissioner, West Karbi Anglong
34	ASDMA HQ, Dispur	Ancillary Block, Janata Bhawan, Dispur, Guwahati

Evaluation Matrix

Annexure-V

Sl. No.	Bid Components (documents related to below mentioned criteria should be duly certified by the bidder and submit the same along with their technical bid document)	Weightage in Technical Score	Minimum Qualification Score	
1	Experience of the Firm	50 marks	25 marks	
	Proven experience for delivery of items as per tender document in Govt./PSUs/autonomous bodies/Authority/Private Organization during last 3 years			
	1 Order.			20 marks
	2 Order			35 marks
	3 or above order	50 marks		
2	Demonstration of Items as per Technical Specification mentioned in the NIT and offered Specification	50 marks	25 marks	
Total		100 marks	50 marks	