

No: D/2352 | NIT/SDMC/DPE/PUR/HQ/2014 DA-04-02-14

SOUTH DELHI MUNICIPAL CORPORATION
EDUCATION DEPARTMENT: HQ
(PURCHASE BRANCH)

Sub.: Terms and conditions for supply of approx. 113018 School Bag for free distribution to children studying in municipal Schools falling under jurisdiction of South DMC during the year 2013-2014.

1. Only the bonafide manufacturers or their authorised firms, govt./govt. registered agencies like Kendriya Bhandar, NCCF, Delhi Consumer Co-operative Wholesale Store Ltd. etc. for supply of approx. 113018 school Bags having experience of at least three years in the field of supply of school bags can download the tender form and the terms and condition on the website www.mcdonline.gov.in. However, the completed tender document in all respect along with the annexure to be submitted in Office of Director(Edu), SDMC along with the Demand Draft of Rs. 1500/- (Rs. One Thousand Five Hundred Only) (non-refundable) in favour of Commissioner, South DMC from and EMD.

2. **Eligibility Criterion:**

The bidders must fulfil the following eligibility conditions and also submit documentary evidences in support of terms and condition while submitting the technical bid.
Minimum experience of having successfully completed similar works during last seven years ending last day of the month previous to the one in which applications are invited to should be either of the following:

One similar completed work costing not less than **Rs. 110. Lacs during past seven years**

Or

Two similar completed works costing not less than **Rs. 75.00 lacs during past seven years**

Or

Three similar completed works costing not less than **Rs. 55.00 lacs during past seven years**

Definition of similar work: Similar work done in the field of **School Bags only**. Work successful completion report issued by the user agency/ department shall be submitted at the time of submission of tender document. No other type of work undertaken by the bidder will be covered under definition of similar work.

Performa for information of completed similar work:

Brief of similar work completed by the bidder during any year specifying the cost of work:

Year	Name of the work	Name of the agency with address	Cost of the work
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3. Solvency certificate of the firm issued by the bankers not less than 40% of the total estimated cost shall be submitted at the time of submission of tender document.
4. The tenderer should not have incurred any loss during the last three financial years ending 31.3.2013.
5. The tenderer shall submit Techno Commercial Bid (called Technical bid) and the Financial Rate Bid (called financial bid) on Annexure I & II respectively in two separately sealed envelopes. Both the envelopes should mention the name of the bid (Technical or Financial), item tendered, name of the bidder and should be duly sealed and put in a third envelope, that too should be duly sealed. NIT Number, Date of opening, Item Number, subject and name & address of the tenderer with seal should be superscribed on all the three envelopes.
6. The Techno Commercial Bid shall be opened first by the duly constituted Technical Evaluation Committee (TEC). Decision of the competent authority to declare any of the tenderer to have or have not qualified in this bidding on the basis of advice of TEC shall be final and binding. Intimation of decision of the competent authority shall be conveyed to the tenderers.
7. Financial Bids of only those tenderers who qualify in the Technical Bid and whose sample are found fit as per specification in lab report, shall be opened on the date and time which shall be conveyed to such bidders. Acceptance of the financial bid shall be subject to the approval


Adm. Director Education
N. K. GHAI
Sd/MC

of competent authority on the recommendation of approval of Price Evaluation Committee (PEC).

8. The tenderer must sign the terms and conditions and submit along with the Technical Bid mentioning that the terms and conditions are acceptable to him, otherwise the tender is liable to be rejected.
9. The tenderer may quote for entire supply of School Bags. Any offer for part supply will not be accepted.
10. The tenderer may submit two samples of School Bags of each size as per specification at office of Director (Education) on 19/02/2014 between 3.00 PM to 3.30 PM along with the test report. Testing of all the variables is required which shall be done by taking one sample. In two pieces of School Bags will be submitted by the tenderer out of which one School Bag will be sent for testing and another one sample of School bag will be kept in the store. The tenderer should file an undertaking at the time of submitting of tender in tender document that sample of school bag shall be submitted at 19/02/2014 between 3.00 PM to 3.30 PM.
11. The testing fee has to be borne by the bidder. Testing of the samples shall be done of all the bidders. Technical Evaluation of the bidder will be of those bidders whose sample has been passed by the lab. Testing fee will be paid by the bidder at time of submitting the sample with the Testing laboratory. The department will get the sample testing done from any Govt./authorized lab to be decided by the South DMC. If the bidders are fails to submit the sample in time, his bid will not be considered.
12. South DMC -Supply, and year of supply i.e. 2014 should be indicated on each School Bag at the time of supply by the successful tenderer(s).
13. The rates offered by the tenderer in the Financial Bid will be valid for one year (three hundred and sixty five days) from the date of opening of the Financial Bid.
14. Rate should be legibly mentioned in the Financial Rate Bid in figures as well as in words. Seal of firm should be affixed along the signature of Proprietor /Partner/Director (as the case may be). In no circumstances the rates should be quoted in Technical Bid. In case the same is found in Technical Bid, tender is liable to be rejected.
15. Single rate must be quoted for each School Bag(size wise). Tender which is found with multiple rates will be summarily rejected.
16. An amount of Rs. 3.00 lacs as earnest money for School bags should be paid through Demand Draft in favour of the Commissioner, South DMC from nationalised / Scheduled Bank at the time of submitting of Tender Document. The exemption from earnest money will be applicable as per General Finance Rule 157. However, the tenderer(s) must submit the relevant valid supporting documents in order to get such exemption.
17. The tenderer should have registration with Sales Tax/VAT Department and must submit Sale Tax / Vat Clearance Certificate for the year i.e. 2013. The goods including for works contract shall be supplied by bidder or its authorised distributor in Delhi and against a sale invoice issued for Delhi. The Delivery of goods shall also be made from Delhi. The bidder dealer or its authorised distributor, as the case may be, who supplies the goods should be registered with the Delhi VAT Department and carry a valid Tax Identification Number issued by it. The bidder shall, however, be responsible for compliance with all conditions, warranties/guarantees, irrespective of the fact that the goods are supplied by him directly or through its authorized distributor. Further, the quoted bid price in the tender shall be inclusive of all taxes and duties.
18. The tenderer must have the turnover of Rs. 50.00 lakh during each of the last three preceding years ending on 31st March, 2013. As a proof of this, tenderer must submit audited balance sheets of the firm duly certified by the Chartered Accountant for the last three years i.e., 2010-11, 2011-12 & 2012-13 with the Technical Bid.


N. K. GHAI
Director
South DMC

19. Tenderer should have license/Registration with DGS&D/NSIC/SSI/Central or Any State Govt. Body valid for the current year indicating the manufacturing of School Bag by the firm. Copy of license /certificate issued by DGS&D/NSIC/SSI/ Central or Any State Govt. authority indicating the manufacturing capacity of School Bag per month in all shifts and the same shall be submitted with the Technical Bid, if applicable. The certificate indicating manufacturing capacity issued by any other agency will not be entertained.
20. The tenderer should have registered with Excise Department for which tenderer must submit excise duty gate pass(s) along with the bills of the supply of goods submitted for payment, if applicable.
21. The quantity of supply can be increased or decreased by $\pm 10\%$ during the validity period by the competent authority and the supplier shall have no right to claim any compensation / damages in this regard.
22. There should not be any cutting and/or over-writing in the tender form. Any amendment or additions in the terms and conditions laid down in the tender form will not be entertained.
23. The approved supplier(s) should submit Non-Judicial Stamp Paper of the value of Rs. 100/-, should remit Rs. 100/- as Typing Fee and should deposit 10% of the value of supply order as Security in the form of deposit receipts of a nationalized bank duly pledged in the name of the Commissioner, South DMC or in the form of a Bank Draft/ pay order of any nationalized bank in the name of the Commissioner, South DMC with Education Department, Purchase Branch, 23rd Floor, Dr. S.P.M. Civic Centre, J.L.N. Marg, New Delhi -02 within 72 hours of the issue of the offer, failing which the earnest money shall be forfeited.
24. The approved supplier(s) will deliver the supply of material at Central Education Stores located at _____ or any other prescribed building/Store to be decided by the department. Lifting of the sample from the supply of each lot for inspection will be carried out at the Central Education Store or any other prescribed building/ store by the inspection committee constituted by the department. Samples drawn from the said supplies shall be tested from lab and inspected physically by the Inspection Committee and final acceptance of the goods shall be only after the same is found as per specifications in physical inspection as well as laboratory testing. The supply which is not found as per specification will not be accepted. The lab testing fee shall be borne by the approved supplier(s). The same shall be payable before lifting of the sample(s) from the actual supply made. The actual number of samples lifted from the actual supply shall be replaced by the approved supplier(s) to complete the work order.
25. Approx 2 pieces of School Bags from every lot of 1000 School Bags supplied by the approved supplier(s) shall be lifted for physical inspection by the inspection committee and will be sent for laboratory testing as per required specifications. The cost towards transportation of lifted samples to any laboratory for testing from the supply will be borne by the approved supplier(s) irrespective of approval or rejection of samples. Further, the supplier(s) will replace the number of School Bags which shall be used for sample testing from the supply of the goods. Apart from the above testing, the Director (Edn.) shall have the right to get the inspection/testing of the material supplied by the supplier again at any stage from any agency, if the need so arises. However, the pieces of school bags may be decreased or increased for testing of sample and the actual number of samples lifted from the actual supply shall be replaced by the approved supplier(s) to complete the work order.
26. The approved supplier(s) shall complete the entire supply of the work order within two months from the date of issue of work order as per schedule prescribed by Director (Edn.) failing which the security amount shall be forfeited. If the approved supplier(s) fails to supply the material, the item may be purchased from the open market at the risk and cost of the supplier(s).
27. Rejected material shall be lifted by the supplier(s) and shall be replaced by them with good quality material as per required specifications within the time as stated in the work order. In case, rejected material is not lifted by the supplier and he fails to replace the rejected


N. K. GHAI
Addl. Director (Education)
SDMC

material with the good quality of material as per required specifications within stipulated time then his earnest money/ security deposited shall be forfeited. The expenses incurred towards replacement as stated above shall be borne by the concerned supplier(s).

28. If the supplier(s) fails to lift the rejected material within a period of two weeks from the date of receipt of communication from the department to this effect, the supplier(s) will have to pay the rent of storage, watch & ward, which would be decided by the Director (Edn.) Further, if the supplier(s) fail(s) to lift the rejected material within four weeks from the initial date of communication by the department for lifting the rejected material, the Director (Edn.) will have the right to auction the material without any notice to the supplier(s) and the amount so realized will be deposited in Municipal Treasury. The supplier(s) will have no right to claim any compensation / damages in this regard.

29. If the material supplied does not conform to the relevant specifications and matching with the approved sample, the Director (Edn.) reserves the right to cancel the balance quantity of the supply order and withhold either full payment or part thereof from the claim submitted by the supplier for the supplies already made.

30. Director (Edn.) will issue supply order after the execution of the agreement and deposit of security as prescribed. The approved supplier will start the supply of the material as per specification within 15 days from the receipt of the supply order. The supply will be completed in all respects within the stipulated period as per schedule prescribed, failing which the security amount will be forfeited.

31. The approved supplier(s) will complete the entire supply of School Bags as per the work order and schedule given above at Sr.No.27, failing which penalty shall be imposed on the supplier for non commencement, slow performance or delay in completion of supply as detailed below:-

- (i) 2% of the balance supply order amount in case the supply is completed within 15 days from the last date of completion of supply.
- (ii) 4% of the balance supply order amount in case the supply is completed within 30 days from the last date of completion of supply.
- (iii) 6% of the balance supply order amount in case the supply is completed within 45 days from the last date of completion of supply.

32. The right of extension of the period of supply and thereby waive off the penalty of the said period is reserved with the Commissioner/SDMC exclusively.

33. The department shall have the liberty to visit the manufacturing unit for verification of the documents/claims made by the tenderer and also to check, for which arrangements of inspection the manufacturing unit, if desired by MCD, shall be made by the tenderer.

34. If any of the tenderer(s) belongs to outside Delhi, he should appoint his local representative in Delhi to look after the work of his firm and authority letter indicating the name and address of the representative should be submitted along with the Technical Bid. The appointed representative should be authorized to correspond and /or negotiate with SDMC and his decision during the process shall be final and binding on tenderer. The authority letter should be given by the Director / Proprietor / Partner, who has attested the tender, on a non judicial stamp paper of Rs. 10/-. The signature of local representative alongwith his/her photograph should be duly attested by the tenderer.

35. Court Jurisdiction: This shall be subject to the exclusive jurisdiction of Court of Delhi/New Delhi.

34.01
Commissioner
N. K. Jaiswal
SDMC

36. Tenderers should undertake on firm/organization's letter head that their firm/ organization is not black listed or otherwise debarred from tendering from any other Govt. agency/undertaking. The undertaking will be uploaded by the tenderers at the time submitting of tender document.
37. The tenderers should also undertake on firm/ organization letter head that their firm/ organization has not supplied the item at lower rate than offered in the instant case to any other Govt. agency during the current financial year or supplied period within the NCT of Delhi. The undertaking will be submitted at the time of submitting of Tender document.
38. The contract for supply of School Bags can be terminated by Director (Edn.) at any time after giving 15 days notice, without assigning any reason thereof.
39. The department reserves the right to accept or reject any tender without assigning any reason(s).
40. That the payment of the material supplied by the Second Party shall be made by the First Party within 30 days on receipt of material as per required specification and on submission of bills by the Second Party. In case, if the material is sent for lab testing then the payment of the said lot shall be made within 15 days on receipt of test reports from the testing lab.
41. Conditional tender also will not be entertained. The competent authority is not bound to accept additional terms and conditions indicated on separate paper or included in these terms, if any.
42. **Pre-bid Meeting:** Pre-bid meeting will be held on 14/02/2014 at the office of Director(Education) at 11.00 AM . Bidders are required to intimate the names and titles of the two people attending on their behalf latest by 10/02/2014 by email manishadr67@gmail.com The prospective Bidders may also make suggestions for modification in eligibility or evaluation parameters/methodology for making the bid/competition more fair and qualitatively better. Any such suggestion should be made through email latest by 10/02/2014. The Education Department of SDMC however reserve the right to accept or reject any or all the suggestions made in the regards. Minutes of the Pre-Proposal Conference listing question and related clarification of the solicitation Documents will be placed on the SDMC website.
43. **Performance security:** The successful bidder would be required to submit (and keep action for the life of the project) a performance guarantee(by way of bank guarantee) for an amount of 10% of the contract price for successful performance of the activities in the contract.
44. **Warranty Period:** The goods supplied under this contract shall be covered by comprehensive warranty against any manufacturing defect for a period of six months. The free warranty period starts from the date of supply and handing over at the designated centres against damages due to manufacturing defects but does not include user made physical damages. The successful tenderer shall be liable to compensate the loss by replacing/repairing the goods defective during the warranty period of six months from the date of delivery at free of cost.
45. **Technical Evaluation Criteria:-** Documents in support of technical evaluation must be submitted by all the bidders.


 N. K. GHAI
 Director
 SDMC

The Criteria for evaluating the Technical Bids would be as follows:

Description	Criteria for Point allotment	Points allotted
Years of experience of manufacturing the school bags	1-3 years experience=0 >3-5 year experience=5 > 5-7 year experience=10 > 7 year experience=15	15

Turnover of the Company	Average turnover during last 3 year <50 lakh=0 50-100 lakh=5 >100 lakh=10	10
Manufacturing capacity	Insufficient manufacturing capacity for required supply within timeline=0 Manufacturing capacity matching with required supply within timeline=10 Manufacturing capacity more than required supply but less than double of the same within timeline=20 Manufacturing capacity more than double the order size within timeline=30 Less than 3 order executed=5 3 to 5 order executed=10 6 to 10 orders executed=15 More than 10 order executed=20	30
Experience of supplying school bags to private/Govt. organization in last three years	No=0 Yes=5	5
In house testing facilities	Subjective: Would be assessed by a Committee	10
Oral presentation/Personal Interview	Rs. 1 Crore to 1.5 Crore = 5 >Rs. 1.5 Crores = 10	10
Experience of one similar project during last three years		10
Grant Total		100

Minimum marks for qualifying the technical bid is 60. (Out of 100 marks in technical evaluation criteria)

Financial Evaluation Criteria: The bidder who quotes lowest rate (L1) shall be awarded the work. In case rate offered by the bidders is lowest size-wise then separate work order will be issue to separate bidder.

47. Format for Daily Manufacturing Capacity.

i. Description of Install Machinery of own manufacturing set up

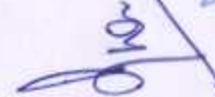
Name of Machine	Brand Name	Modal No.	Quantity	Purchase year	Current Condition

ii. Description of the own manufacturing capacity

Item	Maximum Daily Manufacturing Capacity Using All Relevant Machines
School Bags	

iii. Description of In-house Testing Facility

Name of Machine	Brand Name	Modal No.	Quantity	Purchase year	Test regularly performed


N. K. Gupta
Director
SCM

vi. Description of Quality Assurance Procedure followed in own factory

vii. Description of Inventory Management System:

viii. Details of Logistics Arrangement for the supply of products from own manufacturing facility and to SDMC warehouse :

[Signature]
Acad. Director (Education) II
M. K. Ghai
SDMC

[Signature]
Director (Edn.)

TECHNICAL SPECIFICATION FOR SCHOOL BAG

S.No.	PROPERTY	Unit	Category-1 SMALL (Class-I)	Category-2 LARGE (Class-III)
1 COLOUR				
1.1	Colour of the Bag	--	Black	Black
1.2	Colour of the front pocket	--	Black & Red	Black & Red
1.3	Colour of the shoulder strip	--	Black	Black
1.4	Colour of the adjustable belt	--	Black	Black
1.5	Colour of the beedings	--	Black & Red	Black & Red
1.6	Colour of the shoulder adjustable	--	Black	Black
1.7	Colour of the water bottle pocket	--	Net : Black Other: Black Elastic: Black	Net : Black Other: Black Elastic: Black
1.8	Colour of the zip & runner	--	Zip: Black Runner: Metal	Zip: Black Runner: Metal
1.9	Colour of the ID card pocket	--	Colourless Transparent	Colourless Transparent

S.No.	PROPERTY	Unit	Category-1 SMALL (Class-I)	Category-2 LARGE (Class-III)
2.1 BAG				
2.1.1	Length (Min.)	cm	40.0	44.0
2.1.2	Breadth (Min)	cm	32.0	33.0
2.1.3	Depth (Min.)	cm	15.0	16.0
2.1.4	Thickness of bag material (Min.)	micron	400	400
2.1.5	Weight (Min.)	gm	350	380
2.2 FRONT POCKET				
2.2.1	Length- Top to bottom (Min.)	cm	23.0	23.0
2.2.2	Breadth- Right to left (Min.)	cm	27.0	27.0
2.3 SHOULDER STRIP – Lengthwise double stitched at both the edges along with foam				
2.3.1	Length (Min.)	cm	41.0	41.0
2.3.2	Breadth (Min.)	cm	7.5	7.5
2.3.3	Thickness – Including foam (Min.)	mm	7.0	7.0
2.4 WATER BOTTLE POCKET				
2.4.1	Length	cm	20.0	20.0
2.4.2.	Diameter of elastic	cm	15.0	18.0
2.5 ZIP				
2.5.1 COMPARTMENT 1 ZIP				
2.5.1.1	Length (Min)	cm	65.0	69.0
2.5.1.2	Zip size		No. 8	No. 8
2.5.1 COMPARTMENT 2 ZIP				
2.5.1.1	Length (Min.)	cm	62.0	62.0
2.5.1.2	Zip size		No. 8	No. 8
2.5.2 FRONT POCKET ZIP				


 N.K. GHOSH
 Addl. Director (S.M.)

2.5.2.1	Length	cm	25.0	25.0
2.5.2.2	Zip size		No. 8	No. 8
2.5.3 RUNNER HANDLE				
2.6.1	Length (Min.)	mm	40.00	40.00
2.6.2	Width (Min.)	mm	15.0	15.0
2.6.1	Thickness (Min.)	mm	1.20	1.20
2.6 ID card				
2.6.1	Length (Min.)	cm	7.50	7.50
2.6.2	Width (Min.)	cm	10.5	10.5
2.7 STITCHED EDGES PIPE BEEDING				
2.7.1	Diameeter (Min.)	mm	6.0	6.0
2.8 TOP HANDLE				
2.8.1	Length (Min.)	cm	22.0	22.0
2.8.2	Breadth (Min.)/Diameter (Min.)	cm	2.50	2.50
2.9 ADJUSTABLE BELT- Free end double folded and stitched to prevent slippage of belt				
2.9.1	Length (Min.)	Inch	18.0	18.0
2.9.2	Breadth (Min.)	Inch	1.00	1.00
2.9.3	Thickness (Min.)	mm	1.0	1.0
2.9.4	Weight (Min.)	gm/pic	15.2	15.2

Comments:

The contemporary design of the bag is based on the utility aspect so it consists of 2 compartments and 1 front pocket for keeping things separate

3. MATERIAL

3.1 BAG				
S.No.	PROPERTY	Unit	Category-1 SMALL (Class-I)	Category-2 LARGE (Class-III)
3.1.1	Outer layer	--	Polyester Fabric	Polyester Fabric
3.1.2	Inner layer	--	Flexible PVC	Flexible PVC
3.2 FRONT POCKET				
3.2.1	Outer layer	--	Polyester Fabric	Polyester Fabric
3.2.2	Inner layer	--	Flexible PVC	Flexible PVC
3.3 SHOULDER STRIP				
3.3.1	Outer layer	--	Polyester Fabric	Polyester Fabric
3.3.2	Inner layer	--	Flexible PVC	Flexible PVC
3.3.3	Cushion foam	--	XLPE (Cross linked Expandable Polyethylene foam)	XLPE (Cross linked Expandable Polyethylene foam)
3.4 WATER BOOTLE POCKET				
3.4.1	Outer layer	--	Polyester Fabric	Polyester Fabric
3.4.2	Inner layer	--	Flexible PVC	Flexible PVC
3.4.3	Net	--	Knitted PET fabric	Knitted PET fabric


 Mr. K. G. Mahalingam
 Asst. Director, Fisheries
 Pondicherry, Tamil Nadu

