

**GOVERNMENT OF ASSAM  
OFFICE OF THE DIRECTOR OF HIGHER EDUCATION, ASSAM  
KAHILIPARA :: GUWAHATI-781019.**

Bid No.PC/HE/SOPD/5/2018/Pt/20

Dated Kahilipara the 9<sup>th</sup> March/2019.

**BIDDING DOCUMENT  
(TO BE USED FOR FURNISHING BIDS BY THE ELIGIBLE BIDDERS)**

Document fee/ Price -Rs. 1000/-

**Address for Communication:**

**Office of the Director of Higher Education, Assam,  
Kahilipara, Guwahati-19  
website:- [www.directorateofhighereducation.assam.gov.in](http://www.directorateofhighereducation.assam.gov.in)  
Email : [dheassam123@gmail.com](mailto:dheassam123@gmail.com)**

**GOVERNMENT OF ASSAM**  
**OFFICE OF THE DIRECTOR OF HIGHER EDUCATION ASSAM**  
**KAHILIPARA :: GUWAHATI-781019.**

**NOTICE INVITING RE-TENDER FOR SUPPLY OF**  
**Ladies Bicycles for Girl Students**  
**National Competitive Bidding**

**Bid No.** Bid No.PC/HE/SOPD/5/2018/Pt/20

Dated 09/03/2019

Director of Higher Education, Assam, Kahilipara, Guwahati-19 invites sealed Technical & Commercial Bids with **Court Fee Stamp of Rs 20/-** from Manufactures/Original Equipment Manufacturer (OEM) of bicycles only for Girl students, having average annual turnover of Rs.200 Crore (Two hundred crore) only during last three financial years (2015-16, 2016-17, 2017-18) and have manufactured and thereby sold an annual average of 6 (Six) lakhs bicycles during the last three financial years (i.e. 2015-16, 2016-17,2017-18). Bidder must have successfully executed Govt.(Central/State)/ PSU/ Corporation/ Autonomous Bodies an annual average of 1,50,000 ( One lakh fifty thousands) unit of bicycles or similar quantity order in last three financial years with wide Dealers Network in Assam. The submission of bid shall be through e-procurement portal of Govt. of Assam at <https://assamtenders.gov.in>

Name of items	Specification & Accessories	Quantity
Ladies Bicycle completely fitted with logo of Assam Govt. fitted on front side to be provided by Deptt. Bicycles to be delivered to District HQs in Assam as per requisition by the deptt.	<b>A. Specification :</b> 1. Reflector 2. Applicable Standard : ISI 0613 ;2004 3. Type : Two wheeler ladies bicycles 4. Size of frame : 55 C.M. 5. Weight of Bicycles : 20.5 Kg. 6. Finishing materials : Steel 7. Colour : Rich Burgundy 8. Height : 20" (twenty inch)with scope of 2"(Two Inches) increases.  <b>B. Accessories :</b> 1. Bell. 2. B.B.Lock Ring as per ISI 1131 : 2004 3. Lock. 4. Basket. 5. Saree Guard. 6. Double Stand. 7. Handle Grip.	20,526 nos. (approximately)

Eligible Bidders may obtain further information from the office of the Director of Higher Education, Assam, Kahilipara, Guwahati-19.

A complete set of bidding documents may be downloaded by an interested and eligible bidder on submission of non-refundable fee of Rs.1000 .00 (one thousand ) only by Demand Draft in favour of the Director of Higher Education, Assam, Kahilipara, Guwahati-19 payable at Guwahati. Bid documents will be issued to only eligible bidder and none other.

To gauge credible performance of carrying out similar orders, the bidders must support credible performance reports of supplying bicycles for girls students across the country (In Govt./Semi Govt./PSU/Corporation/Autonomous Bodies)

This refers to the office notice issued vide No.PC/HE/SOPD/5/2018/Pt/14 dtd. 08/03/2019 regarding cancellation of earlier bid invited vide Bid No.PC/HE/SOPD/5/2018/ 61, dtd.26/10/2018.

Sd/-(G.Phukan, ACS)  
Director of Higher Education, Assam  
Kahilipara, Guwahati – 19

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

Sl. No.	Bid Reference	Date	Time
1	Date of commencement of issue of Bid documents	11/03/2019	5:00 P.M.
2	`Last date and time for download of Bid documents	21/03/2019	5:00 P.M.
3	Last Date & Time for submission of Bids	21/03/2019	5:00 P.M.
4	Pre-Bid meeting	18/03/2019	2:00 P.M.
5	Date & Time of opening of the Technical Bids	25/03/2019	11:00 A. M.
6	Date & Time of opening of the Commercial Bids	25/03/2019	3:00 P.M.
7	Place of issue of Bid Document, Bid Document, Bid submission and opening of Technical and Commercial Bids	Office of the Director of Higher Education, Assam, Kahilipara, Guwahati-19.	

If any date mentioned above falls on a holiday, next working day will be considered accordingly.

The Director of Higher Education, Assam reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the purchaser's action. For details, please see bid documents.

Director of Higher Education, Assam  
Kahilipara, Guwahati – 19

## SECTION II: INSTRUCTION TO BIDDERS (ITB)

### A. INTRODUCTION

#### 1. Eligible Bidders

- 1.1 This Invitation for Bids is open only to reputed Manufactures of Bicycles duly registered under the Companies Act, 1956/2013 having an annual average turnover of Rs. 200 Crore (Rupees Two hundred Crore) only during last three financial years (2015-16, 2016-17, 2017-18) and have manufactured and thereby sold an average of 6 (Six) lakhs bicycles during the last three financial years (i.e. 2015-16, 2016-17, 2017-18). Bidder must have successfully executed Govt.(Central/State)/PSU/Corporation/Autonomous Bodies an average of 1,50,000 (One lakh fifty thousands) unit of bicycles or similar quantity order in last three financial years with wide Dealers Network in Assam.
- 1.2 Average turnover, the trading accounts of the bidders will be taken into account provided the purchaser may also accept a certificate from appointed chartered accountant certifying turnover of the relevant FY.
- 1.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.3. Bidder should have wide Dealers Network in the state covering minimum 20 districts in Assam. The availability of dealers centre will be a factor for determination of responsiveness of the bidder. The Bidder has to supply a typed list of dealers with address situated in Assam duly registered prior to April, 2018 under GST Act.

#### 2. Cost of Bidding

- 2.1. The Bidder shall bear all costs associated with preparation and submission of its bid, and the Directorate of Higher Education hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### B. THE BID DOCUMENTS

#### 3. Content of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for the Bids, the bidding documents include-  
Instruction to Bidders(ITB);  
General Conditions of Contract(GCC);  
Specials Condition of Contracts(SCC);  
Schedule of Requirements;  
Technical Specification;  
Qualification Criteria;  
Bid Form and Price Schedule;  
Bid Security Form;  
Contract Form;  
Performance Security Form;  
Performance Statement Form;  
Capability Statement Form;

#### 4. Amendment of Bidding Documents

- 4.1.1 At any time prior to the deadline for submission of bids the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder, modify the Bidding Documents by amendment.
- 4.2 All prospective bidders who have received bidding documents will be notified of the amendment in written or by Fax or letter and will be binding on them.
- 4.3 In order to allow prospective Bidders reasonable time in which to take the Amendment in to account in preparing their bids, the purchaser may, at its discretion, extend the deadline for submission of Bids.

#### 5. Language of Bid

- 5.1 The Bid prepared by the Bidder as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written English language only.

#### 6. Documents Comprising the Bid

- 6.1 The bid prepared by the Bidder shall comprise the following components (Separated into a Technical Bid and a commercial Bid as per the details given in Part C of this Section);
  - a) A Bid Form and a Price schedule completed in accordance with ITB Clause 7, 8 and 9;
  - b) Documentary evidence established in accordance with ITB Clause 10 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - c) Documentary evidence established in accordance with ITB Clause 11 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to be Bidding Documents; and

d) Bid Security furnished in accordance with ITB Clause 12.

## 7. Bid Form

7.1 The Bidder shall fill up the bid form as given in section VII and the contents shall be Consistent with the contents of the price schedule submitted.

## 8. Bid Prices

8.1 The Bidder shall indicate on the appropriate price schedules attached to these documents the unit prices and total bid prices of the goods it proposes to supply under the contract as per the format given in the price schedule in section VII.

**8.2 Fixed price, prices quoted by the Bidder shall be fixed during the Bidder's Performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quoted will be treated as non- responsive and rejected, pursuant to ITB Clause 21.**

## 9. Bid Currencies

Price shall be quoted in Indian Rupees only.

## 10. Documents Establishing Bidder's Eligibility and Qualifications

10.1 Pursuant to ITB clause 6, the Bidder shall furnish, as part of its bid, Documents Establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

**10.2** The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction.

a) That, the Bidder offering to supply goods has the minimum capacity of Supplying similar quantity or more per year. A certificate duly authenticated by the competent Authority (a Gazetted Officer of the Govt. Industry/Commercial Taxes/Central Excise Deptt. for certifying the Documentary evidence) of the area where the Bidder is located showing the capacity for the last three financial years. Bidder should provide evidence of sales per year of similar quantity.

b) That, the Bidder has an average annual turnover of Rs.200 Crore (Two hundred Crore) only during last three financial years (2015-16, 2016-17, 2017-18) from supplying Bicycle and its ancillaries. **No clubbing of Turn Over of two or more sister concerns shall be allowed.** Supply here will mean sales.

c) That, the Bidder has the financial, technical and production /supply capability to perform the contract and meets the criteria outlined in the qualification requirements specified in section V.

**d) Bidder who has experience of supplying Ladies bicycles to state Govts./Semi Government department/corporations will be preferred.**

**10.3** Alternative bids will not be considered for the same Bidder. All such bids received from the respective Bidder will be rejected as non-responsive.

a) Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and will result in rejection of the bid.

## 11. Documents Establishing Good's Eligibility and Conformity to Bidding Documents

Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract as prescribed in sub-section C of ITB,[ Ref. Sec.VI-A:Qualification Criteria]

## 12. Bid Security

**12.1** Pursuant to ITB clause 6, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section –V Schedule of Requirements.

**12.2** The bid security is required to protect the purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB clause 12.7.

**12.3 The bid security shall be in the form of Demand Draft only issued by a nationalized bank in favour of Director of Higher Education, Guwahati, Assam.** Bidder claiming exemption has to support by relevant documents.

**12.4** Any bid not secured in accordance with ITB clauses 12.1 and 12.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB clause 21.

- 12.5** Unsuccessful bidder's bid security will be discharged /returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser, pursuant to ITB clause 13.
- 12.6.** The successful Bidders' bid security will be discharged upon the bidder signing the contract, pursuant to ITB Clause 29, and furnishing the performance Security, pursuant to ITB clause 13.
- 12.7** The bid Security may be forfeited:
- a) If Bidder withdraws its bid during period of bid validity specified by the Bidder on the bid From ;or
  - b) In case of a successful Bidder, If the Bidder fails:
    - (i) To sign the Contract in accordance with ITB Clause 29; or
    - (ii) to furnish performance security in accordance with ITB clause 30.

### **13. Period of validity of Bids**

- 13.1 Bids shall remain valid for 180 days after the date of bid opening . A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. Conditional bid or price shall not be accepted. For example bidder quoting concession in price provided payment made within a fixed time- shall be rejected. Conditions such as discount for payment etc will render the Bid invalid.**

**This is maximum days the purchaser has assessed during which he will obtain govt. financial sanction for the work and supply on receipt of which he will enter into contract with the supplier.**

- 13.2** In exceptional circumstances the purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by letter or Fax). The bid security provided under ITB clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

### **14. Formats and Signing of Bid**

- 14.1** The Bidder shall submit one document of each of the Technical and Commercial bids, clearly marking each "Technical Bid" and "Commercial Bid" as appropriate.
- 14.2 All bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written and legally admissible power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid. Authority letter from the company to the person signing the bid documents is must and shall have to be produced during bid opening. Authority letter for the person signing bid documents is must. Please use the formats exactly supplied in this book, no deviation from what has been provided in the formats will be accepted. Use formats exactly the same in this book that may be typed fairly by the bidder. Please don't forget to paste Court fee stamp of Rs. 20/-**
- 14.3** Any inter lineation, erasures or overwriting shall be valid only if they are initialed by the persons signing the bid.

## **C. SUBMISSION OF BIDS**

Bids are to be submitted in two bid system comprising of (A) Technical Bid and (B) Commercial Bid or Price Bid. Each of the documents is to be sealed as detailed in clause no 15. The documents to be placed under each of the section are as follows:

- a) Technical Bid;** The Technical Bid will comprise of the following bidding documents;

- 1. Tender Form ( As per Section XIII ) with court fee or Rs. 20.00**
- 2.** Compliance of technical specification of the items to be supplied: [section VI]
- 3.** Proof of qualification criteria ;[in pursuant to clause11 of ITB as per section VI-A]

Attach all the documents as mentioned at clause 3 of section VI-A like Balance sheet of last 3 years, Profit and loss accounts for last 3 years etc. Turn over certificate.

4. Bid security of Rs. **10.00 Lacs in the form of Demand Draft on a Nationalized Bank, please note Nationalized Bank at Guwahati drawn in favour of Director of Higher Education, Assam Kahilipara,Guwahati-19**
5. Performance Statement Form; [as per section XI] separate statement for each year is required.
6. Capability Statement Form;[as per section XII]
7. The specifications of components of the Ladies bicycles will be as provided in the requirement. .
8. *Sample of Ladies bicycles as per the quality & specifications with test report as mentioned under Section VI; Technical specification, must be submitted with the Technical Bid. Note that depositing a sample piece is must along with Bid Documents.*
9. *A complete list of Dealers Network with address in Assam exclusively established by the bidder should and must be submitted by the bidder with technical bid.*

**b. Commercial Bid;**

**The commercial bid will comprise of the bid Form and the price schedule as per sections VII, including the charges F.O.R. at any District HQ of Assam. Please do not forget to quote, price per pc, total quantity offered by you and the total price of the quantity offered by you. Mention rate validity. The commercial bid will valid for Six months from the date of opening of bid.**

**15. Sealing & Marking of Bids**

**15.1** The Bidders shall seal the technical & Commercial Bids in separate Inner & Envelopes, duly marking the Envelops as “Technical Bid” and “Commercial Bid”. He/she shall then place both the Inner **Envelops in an outer Envelope.**

**15.2 The Inner & Outer envelopes shall be;**

a) **Addressed to the purchaser at the following address;**

**DIRECTOR OF HIGHER EDUCATION, ASSAM  
KAHILIPARA, GUWAHATI-781019**

b) Bear the name, the invitation for Bids (IFB) title & Number, and a statement “ Do not open before (Date & Time as specified in invitation for Bids (Section I))”.

**15.3** The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.

**15.4** If the outer envelope is not sealed and marked as required by ITB clause 15.2 above, the purchaser will assume no responsibility for the bid’s misplacement or premature opening.

**15.5** Telex, Telegram, Fax or E-mail bids will be rejected .

**16. Deadline for Submission of Bids**

**16.1** Bids must be received by the purchaser at the address specified under ITB clause-15.2 no later than time and date specified in the invitation for bids (section 1) .In the event of specified date for submission of bid being declared a holiday, the bid will be received up to appointed time on the next working day (See notice for tender for dates). The purchaser will issue a notice to that effect.

**16.2** The purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB clause 4 , in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**17. Late Bids**

**17.1** Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, pursuant to ITB clause 16, will be rejected and / or returned unopened to the bidder.

## **18. Modification and Withdrawal of bids**

**18.1** No bid may be modified subsequent to the deadline for submission of bids.

**18.2** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the bidder on the bid Form. Withdrawal of bid during the interval may result in the Bidder forfeiture of its bid security, pursuant to ITB clause 12.7

## **D. BID OPENING AND EVALUATION**

### **19. Opening of bids by the Purchaser**

**19.1** The purchaser will open all Technical Bids, in the presence of bidders' representative who choose to attend as per the schedule given in invitation for Bids (Section I) in the following location.

Office of the Director,  
Higher Education, Assam  
Kahilipara, Guwahati-19

**19.2** The Bidder representatives who are present shall sign a register evidencing their attendance, In the event of specified date of Bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.

**19.3** The Bidder's name, bid withdrawal, the presence or absence of requisite Bid security, Technical bid specification and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. **The commercial Bid will not be opened and read out in the bid-opening day.** The Commercial Bid will only be opened after the completion of the preliminary evaluation and only for those successful bidders who have qualified preliminary evaluation based on the technical bid. In evaluating the technical proposals, Purchaser will consider any deviation to the specifications. Any deviations which, in the sole opinion of purchaser render a bid substantially non-responsive may result in the bidder's proposal being rejected.

**19.4** The procedure adopted by the Directorate of Higher Education, Assam for opening the tender shall be final and binding on all the parties.

**19.5** The Commercial Bids will be opened after the evaluation of the technical Bids at a time and place to be notified (as explained in section I) and the purchaser at its discretion may call the responsive bidders for price read out. No bid shall be rejected at bid opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to ITB clause 17. Technical evaluation may take time, as the samples will have to be tested and passed by the committee so constituted. After completion of technical evaluation the purchaser will notify the responsive bidders the date of opening of Price Bids.

**19.6** Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

**19.7** The Purchaser will prepare minute of the bid opening.

### **20. Clarification of Bids**

**20.1** During evaluation of bids, the purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

### **21. Preliminary Examination.**

**21.1** The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished whether the documents have been properly signed and whether the bids are generally in order. Bids without proper authorization, shall be treated as non-responsive.

**21.2** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

**21.3** The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

**21.4** Prior to the detailed evaluation pursuant to ITB Clause 22, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For



purposes of these Clauses a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviation from or objections or reservations to critical provisions such as those concerning performance security (GCC clause 6), Force Majeure (GCC clause 22), Appliletter Law(GCC clause 27)and Taxes & Duties (GCC Clause 28) will be deemed to be a material deviation .The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 21.5** If a bid not substantially responsive, It will be rejected by the purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**22. Evaluation and Comparison of Bids**

- 22.1 The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to clause 21.**

- 22.2 The Purchaser reserves the right to award the contract to two or more bidder at the lowest evaluated bid if they think that it is expedient for completion of supply in scheduled time or early. This right has to be exercised with the approval of Government and the Committee.**

- 22.3 The price quoted by the Bidder should be inclusive of all the expenses to be met by the bidder for production and supply of the ordered goods including the cost of transportation to the prescribed destination and taxes to be paid by the Bidder. Destination includes any District Head Quarter of Assam.Price to be quoted per piece of Ladies Bicycles F.O.R. destination basis. Destination already defined in this para. Entry tax if any will be borne by the bidder and the purchaser will not pay any entry tax. Application for Gate Pass can be made by the purchaser but the entry tax will have to be paid by the bidder.**

**23. Contacting the Purchaser**

- 23.1** Subject to ITB Clause 20, no Bidder shall contact the purchaser on any matter relating to its bid, from time to the bid opening to the contract is awarded. If the bidder wishes to bring additional information to the notice of a purchaser, it should do so in writing.
- 23.2** Any effort by a Bidder to influence the purchaser in its decision on bid evaluation, bid comparison or contact award may result in rejection of the Bidder's.

**E. AWARD OF CONTRACT**

**24. Post Qualification**

- 24.1** In the absence of pre qualification , the purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB clause 10.2 (a) and 10.2 (b) is qualified to perform the contract satisfactorily as part of the evaluation of the technical bid,
- 24.2** The determination will take into account the Bidders financial, technical and production/supply capabilities .It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 10, as well as such other information as the purchaser deems necessary and appropriate.
- 24.3** An affirmative determination will be a pre-requisite for award of the contract to the Bidder . A negative determination will result in reject of the Bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform the contract satisfactorily.

**25. Award Criteria**

- 25.1** The purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the 'lowest evaluated bid, provide further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 25.2** The purchaser may decide to split the order between one or more Bidders at the lowest evaluated price. The purchaser reserves this right

## **26. Purchaser's Right to vary Quantities at Time Award**

The Purchaser reserves the right at the time of contract award to increase or reduce the quantity of goods and services originally specified in the schedule of Requirements (rounded off to the next whole number) without any change in unit price or other terms and conditions.

## **27. Purchaser's Right to Accept any Bid and to Reject any or All Bids**

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or Bidders, or any obligation to inform the affected Bidder or Bidders of the grounds for the purchaser's action.

## **28. Notification of Award**

**28.1** Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder(s) in writing by registered letter or by letter or Fax, to be confirmed in writing by registered letter, that its bid has been accepted.

**28.2** The notification of award will constitute the formation of the contract.

**28.3** Upon the successful Bidders furnishing of performance Security pursuant to ITB clause 30, the purchaser will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to ITB Clause 12.

## **29. Signing of Contract**

**29.1** At the time as the Purchaser notifies the successful Bidder that its bid has been accepted, the purchaser will send the bidder the contract form, incorporating all agreement between the parties.

**29.2** Within 7 (seven) days of receipt of the contract Form, the successful Bidder shall sign the contract and return it to the purchaser.

## **30. Performance Security**

**30.1** Within 7(seven) days of the receipt notification of award from the Purchaser, the successful bidders shall furnish the Performance Security in accordance with the conditions of contracts, in the performance Security Form. The **Performance Security is fixed at 5% of the** Contract value which may be in the form of bank guarantee to the satisfaction of the purchaser.

## **31. Corrupt or Fraudulent Practices**

**31.1** The purchaser requires that Bidders/Suppliers, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy the purchaser:

**a)** Defines, for the purposes of this provision, the terms set forth as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public officials in the procurement process or in contract execution; and

(ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurements process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive level and to deprive the purchaser of the benefits of free and open competition;

**b)** 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

## **SECTION III: GENERAL CONDITION OF CONTRACT**

### **1. Definitions**

a) "The contract" means the agreement entered into between the purchaser and the Supplier, as recorded in the Contracts Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein:

- b) “The contract price” means the price payable to the supplier under the contract for the full and proper performance of its contractual obligation;
- c) “The Goods” means service ancillary to the supply of the Goods ,such as transportation and insurance ,and any other incidental service and other obligations of the Supplier covered under the Contract;
- d) “Services” means service ancillary to the supply of the Goods ,such as transportation and insurance ,and any other incidental services and other obligation of the supplier covered under the contract;
- e) “GCC” means the General Condition of Contracts Contained in this section;
- f) “SCC” means of Special Condition of Contract;
- g) “The Purchaser” means the organization purchasing the Goods, as named in SCC;
- h) “The Supplier” means the individual or firm supplying the Goods and services under the contract
- i) “Day” means calendar day.

## **2. Application**

- 2.1 The general Condition shall apply to the extent that they are not suspended by provision in other part of the contract.

## **3. Standards**

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specification

## **4. Use of Contract Documents and Information.**

- 4.1 The Supplier shall not ,without the purchaser’s prior written consent ,disclose the contract, or and provision thereof , or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith ,to any person other than person employed by the supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 4.2 The Supplier shall not, without the purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the contract.
- 4.3 Any documents ,other than the contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned(in all copies)to the Purchaser on completion of the supplier performance under the contract if so required by the Purchaser.
- 4.4 The Supplier shall permit the Bank to inspect the Supplier’s account and records relating to the performance of the supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

## **5. Patent Rights**

- 5.1 The Supplier shall indemnify the purchaser against all third-party claims infringement of patent, trademark or industrial design right arising from use of the Goods or any part thereof in India.

## **6. Performance security**

- 6.1 Within 7(seven) days of receipt of the notification of contract award, Supplier shall furnish performance Security in the amount specified in SCC.
- 6.2 The proceeds of the performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the contract.
- 6.3 The Performance Security shall be in one of the following forms:
  - a) A Bank Guarantee or Irrevocable Letter of Credit, Issued by a Nationalized/ Scheduled Bank in favour of the Purchaser, in the form provided in the biding documents ;  
or
  - (b) A Demand Draft.
- 6.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 90 days following the date of completion of the supplier’s performance obligatory under the contract.

## **7. Inspection and Test**

- a) The Purchaser or its representative shall have the right to Inspect and or to test the Goods to confirm their conformity to the contract specification at no

extra cost to the Purchaser. The Purchaser may conduct tests to ascertain whether the technical specification (Section-VI) are adhered to by the Supplier for the Goods to be delivered/delivered.

b) The Inspections may be conducted on the premises of the purchaser /Supplier at point of delivery and/ or at the Goods final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, Including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

c) Should any Inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alternation necessary to meet specification requirements free of cost to the Purchaser.

d) The Purchaser right to inspect , test and , where necessary ,reject the Goods after Good's arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been Inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

e) On successful completion of acceptability test ,receipt of deliverable goods etc. and after the Purchaser is satisfied with the working of the system, Acceptance Certificate signed by the Supplier and the representative of the Purchaser will be Issued. The date on which such certificate shall be deemed to be the date of successful commissioning of the goods.

f) Nothing in GCC Clause 7 shall in any way release the supplier from any warranty or other obligations under this Contract.

## **8. Delivery and Documents**

- 8.1 Delivery of Goods shall be made by the supplier in accordance with the terms specified by the purchaser in the Notification of Award. The details of shipping and /or other documents will have to be furnished by the supplier as specified in the bid.

## **9. Insurance**

- 9.1 The Goods supplied under the contract shall be fully insured in Indian Rupees against loss or damage incident to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the bid.

## **10. Transportation**

- 10.1 **Where the supplier is required under contract to transport the Goods to a specified place of destination transport to such place of destination including insurance, as shall be specified in the contract, shall be arranged by the supplier, and the related cost shall be included in the contract price.**

## **11. Incidental services**

- 11.1 Prices charges by the supplier for incidental services, if not included in the contact price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charges for other parties by the supplier for the similar services.

## **12. Warranty**

- 12.1 The Supplier warrants that the Goods supplied under this contract are new, unused ,of the most recent or currents models and that they Incorporate all recent improvements in design and materials unless provided otherwise in the contract .The Supplier further warrants that the Goods supplied under this contracts shall have no defect arising from design, materials or workmanship(except when the design and /or material is required by the Purchaser's Specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. Supplier has to specify the warranty of parts in terms of period from the date of delivery.

- 12.2 The Purchaser shall promptly notify in writing of any claims under this warranty.

- 12.3 No claim whatsoever shall lie on the Purchaser for the replaced Goods thereafter.

- 12.4 If the supplier's having been notified, falls to remedy the defect (s) within the period specified within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other right which the Purchaser may have against the Supplier under the Contract.

### **13. Payments**

- 13.1 The method and conditions of payments to be made to the supplier under the contract shall be as specified in the SCC.

- 13.2 The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an Invoice describing ,as appropriate, the Goods delivered and the Services performed, and by documents submitted pursuant to GCC Clause 8, and up-to fulfilment of other obligations stipulated in the Contract.

- 13.3 Upon receipt of such notice, the supplier shall, with all reasonable speed, replace the defective Goods or Parts thereof, free of cost at ultimate destination .The Supplier shall take over the replaced Goods at the time of their replacement

### **14. Prices**

**14.1 price charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the price inclusive all taxes and transportation cost to destination at any District Head Quarters of Assam.**

### **15 Change Order**

15.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to make changes with the general scope of the contract in any one or more of the following;

15.2 If any such change cause an Increase or Decrease in the cost of ,or the time required for, the supplier's performance of any provisions under the contract ,an equitable adjustment shall be made in the contracts Price or delivery schedule ,or both and the contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within 7(seven) days from the date of the supplier's receipts of the Purchaser's change order.

### **16. Contract Amendments**

Subject to GCC Clause 15, no variation in or modification of the terms of the contract shall be made except with by written amendment signed by the parties.

### **17. Assignment**

17.1 The Supplier shall not assign, in whole or part, its obligations to perform under the contract, except with the purchaser's prior consent.

### **18. Sub-Contracts**

18.1 The Supplier shall not sub-contract the award under this Contract. Subcontract is not acceptable

### **19. Delays in the Supplier's performance**

19.1 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the Goods and performance of services ,the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s).As soon as practical after receipt of the supplier's notice ,the Purchaser shall evaluate the situation and may ,as its discretion, extend the supplier's time for performance with or without liquidated damages ,in which case the extension shall be ratified by the parties by amendment of the contract.

19.2 Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 20, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of liquidated damages.

### **20. Liquidated Damages**

20.1 **Subject to GCC Clause 22 if the Supplier fails to deliver any or all the Goods or to perform the Services within the period (s), specified in the Contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.02% per day, of the delivered price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum delay period of 15(fifteen) days. Once the maximum is reached, the Purchaser may consider termination of the Contract Pursuant to GCC Clause 21.**

## **21. Termination for Default**

21.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default send to the Supplier, terminate the Contract on whole or part:

- a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 19 or
- b) If the Supplier fails to perform any other obligation(s) under the Contract:
- c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract,

21.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 21.1 the purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or service similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar Goods or services. However, the Supplier shall continue the performance of the Contract to extent not terminated.

## **22. Force Majeure**

22.1 Notwithstanding the provision of GCC Clauses 19, 20, 21 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, is delay in performance or other failure to perform its obligation under the Contract is the result of an event of Force Majeure.

22.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the suppliers fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the Purchaser either is sovereign or the Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restriction and freight embargoes.

22.3 If a "Force Majeure" situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the "Force Majeure" event.

## **23. Termination for Insolvency**

23.1 The purchaser may at any time terminate the Contract by giving written notice to the Supplier, If the Supplier becomes bankrupt or otherwise Insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser

## **24. Termination for Convenience**

24.1 The Purchaser by written notice sent to the Supplier may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination be for purchaser convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.

- a) To have any portion completed and delivered at the Contract term and the prices: and/or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **25. Resolution of Dispute**

- 25.1 The purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or disputes arising between them under or in connection with the contract.
- 25.2 If, after 30 (thirty) days from the commencement of such informal negotiation, the purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC, . These mechanisms may include, but are not limited to conciliation mediated by a third party adjudication and national arbitration.

### **Governing Language**

26. The Contract shall be written in English language, Subject to GCC Clause 27, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### **27. Applicable Law**

- 27.1 The Contract shall be interpreted in accordance with the laws of the land. All legal matters shall be settled by any Court at Guwahati.

### **28. Taxes and Duties**

- 28.1 **Supplier shall be entirely responsible for all taxes, duties, licensee fees, entry Tax incurred until delivery of the contracted Goods to be the Purchaser, If the supply is made from other State the road permits can be arranged by the purchaser. If entry tax is levied by the concerned department it will be borne by the supplier. Tax Deduction at source will be as per State Govt. Guidelines if any dispute over this arises opinion of state tax department shall prevail.**
- 28.2. The supplier shall clearly specify the place from where supply will be made. TDS if applicable will be deducted at source as per provision of law or rule of the state.

## **SECTION IV : SPECIAL CONDITION OF CONTRACT**

The following Special Conditions of Contract shall supplement the General conditions of Contract. Whenever there is a conflict, the provision herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General conditions is indicated in parentheses.

### **1. Definitions/ (GCC Clause 1)**

The purchaser is  
Office of the Director,  
Higher Education, Assam  
Kahilipara, Guwahati-19

### **2. Performances Security (GCC Clause 6)**

- 2.1 **Within 7 (seven) days after the Supplier's receipt of Notification of Award, The Supplier shall furnish performance security to the purchaser for an amount of 5% of the contract value, valid upto 180 days after the date of completion of performance obligation.**
- 2.2 Add as clause 6.5 to the GCC the following-

In the event of any contract amendment, the Supplier shall, within 7 (seven) days of receipt of such amendment, furnish the amendment to the performance Security rendering the same valid for duration of the contract as amendment for further period of 60 days thereafter.

### **3. Delivery and Documents (GCC clause 8)**

**Delivery of completely fitted Ladies Bicycles will be made at District Head Quarters of the State of Assam. Upon delivery of goods, the supplier shall notify the purchaser immediately by letter/Fax, the details of the shipment as follows:**

- I. Three copies of the Supplier's invoices.**
- II. Acknowledgement of receipt of goods from the consignee (s);**

**III. Inspection Certificate issued by the nominated inspecting authority (if applicable)**

**IV. Warranty Certificate.**

**4. Insurance (GCC Clause 9)**

As the goods are to be delivered at the designated sites at the Supplier's risk, any insurance will be the convenience of the Supplier

**5. Payment (GCC clause 13)**

5.1 Payment for Goods and Services shall be made as follows:

- I. Payment for Goods shall be paid on receipt of Goods and upon submission of the documents specified;
- II. Payment shall be made after successful completion of supply.

5.2 The purchaser reserves the right to deduct from the performance security Deposit, the cost of damages if reported or proved on claim sent to the supplier.

**6. Patent Rights**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the Goods or any part thereof in the purchaser's country, the Supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and purchaser is pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The purchaser will give notice to the supplier of such claim, if it is made, without delay.

**Evaluation of Single Bid in Two Bid System**

**1. Evaluation of Technical Bid:**

- a) Bidder should be a reputed Manufacturers duly registered under the Companies Act, 1956/2013.
- b) Bidder should have an average annual turnover of Rs. 200.00 Crore (Two hundred crore) only during last three financial years (2015-16, 2016-17, 2017-18).
- c) Bidder must have manufactured and thereby sold an average of 6 (Six) lakhs bicycles during the last three financial years (i.e. 2015-16, 2016-17, 2017-18) totaling to production of minimum 18 (Eighteen) lakhs bicycles in last three financial years.
- d) Bidder must have successfully executed an average of 1,50,000 (One lakh fifty thousands) unit of bicycles or similar quantity order to the Govt.(Central/State)/PSU/Corporation/Autonomous Bodies in last three financial years.
- e) Bidder should have wide Dealers Network in Assam covering minimum of 20 Districts of Assam duly registered prior to April,2018 under GST Act.

**2. Evaluation of commercial Bid**

- a) Only qualified Bidder in Technical Bid can participate in Commercial Bid.
- b) Bidder with Lowest Rate quoted will be the successful Bidder for this Bid as L1.

**SECTION V: SCHEDULE OF REQUIREMENTS**



1. Item No. & Brief description:

Name of items	Specification	Quantity
Ladies Bicycles fitted fully with all required accessories of reputed brand.	<div>1. Reflector</div> <div>2. Applicable Standard : ISI 0613 ;2004</div> <div>3. Type : ladies bicycles</div> <div>4. Size of frame : 55 C.M.</div> <div>5. Weight of Bicycles : 20.5 Kg.</div> <div>6. Finishing materials : Steel</div> <div>7. Colour : Rich Burgundy</div> <div>9. 8. Height : 20" (twenty inch)with scope of 2"(Two Inches) increases.</div> <div>C. Accessories :</div> <div>8. Bell.</div> <div>9. B.B.Lock Ring as per ISI 1131 : 2004</div> <div>10. Lock.</div> <div>11. Basket.</div> <div>12. Saree Guard.</div> <div>13. Double Stand.</div> <div>14. Handle Grip.</div>	Approximately 20526 nos.

2. Bid Security :

**Rs. 1000000/- (Ten) Lacs only in the form of Demand Draft only drawn on any nationalized bank at Guwahati favouring Director of Higher Education, Assam , Guwahati. Please note any nationalized Banks.**

**SECTION V- A: DELIVERY SCHEDULE**

1. The materials must be delivered within 90 (ninety) days from the date of signing contract agreement. Material to be delivered at District Head Quarters of Assam as will be notified by the purchaser. The District wise number of Bicycles shall be given by the department.

**SECTION VI: TECHNICAL SPECIFICATIONS**

<b>Name of items</b>	<b>Specification</b>	<b>Quantity</b>
Ladies Bicycles fitted fully with all required accessories of reputed brand.	<p>20 inches Ladies Bicycles of reputed brand name with scope for adjustment of 2 inches.</p> <p>Rate to be quoted per fitted Ladies Bicycles with good quality seat, Tyres, Tubes, Brakes, Frame, Front Steel Basket, Steel Carrier, Lock &amp; Key, Half Chain cover with Sari/ Chador Guard. Double Stand, Ring Bell. The Bicycles should be in rich burgundy colour. The Bicycles should have laminated fixed sticker of Education Department, Govt. of Assam. Bicycles to be delivered at any district head quarter of Assam.</p>	Approximately 20625 (twenty thousand six hundred twenty five) of fitted Ladies Bicycles.

**Bidder/Authorized Person**

**SECTION VI – A**

**QUALIFICATION CRITERIA**  
**(Referred to in Clause 12.1 of ITB)**  
 Attach documents in your Technical Bid

**QUALIFICATION REQUIREMENTS**

1. All Bidders
  - I) Offering to supply goods should be reputed Manufacturers duly registered under the Companies Act, 1956/2013.
  - ii) Should have an average annual turnover of Rs. 200.00 (Two hundred crore only) during last three financial years (2015-16, 2016-17, 2017-18) and must have manufactured and thereby sold an average of 6 (Six) lakhs bicycles during the last three financial years (i.e. 2015-16, 2016-17, 2017-18) totaling to production of minimum 18 (Eighteen) lakhs bicycles in last three financial years.
  - iii) Must have successfully executed Govt. (Central/State) /PSU/ Corporation/Autonomous Bodies an average of 1,50,000 (One lakh

- fifty thousands) unit of bicycles or similar quantity order in last three financial years.
- iv) Should have wide Dealers Network in Assam covering minimum of 20 Districts of Assam duly registered prior to April, 2018 under GST Act.
2. The Bidder should furnish the information on all past supplies and satisfactory performance in Performa under Section XI.
3. All bids submitted shall also include the following information in the technical bids
- 4.
- I) Copies of documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
  - II) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required goods within the specified time of completion after meeting all his current commitments.
  - III) The Bidder should clearly confirm that all the facilities exist in his factory/show room/office for inspection and testing and these will be made available to the purchaser or his representative for inspection.
  - IV) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates etc. for 2015-16, 2016-17, 2017-18.
  - V) A certificate duly authenticated by the Competent Authority (a Gazetted Officer of the Industry, commercial Taxes or Central Excise Deptt. for certifying the documentary evidence) of the area where the Bidders firm is located showing the capacity for supply of Bicycles for the last three financial years.
  - VI) Copy of quality control certificate of the items to be supplied, if applicable.

## **SECTION VII – BID FORM & PRICE SCHEDULE (Place in Commercial Bid)**

To

Date:.....

The Director,  
Higher Education, Assam,  
Kahilipara -19.

Sir/Madam,

Having examined the Bidding Documents, the receipt of which hereby duly acknowledged, we the undersigned, offer to supply and deliver Ladies bicycles as per your specification (Description of Goods and Services) in conformity with said bidding documents for the sum of .....(Total bid amount in words and figures) in accordance with the Schedule of prices attached herewith and made part of this bid.

We undertake, If our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent of 5(five) percent of the Contract price for the due performance of the Contract, In the form prescribed by the purchaser.

We agree to abide by this bid for a **period of 180 (one hundred eighty ) days after the date fixed for bid opening under clause 14 of the instruction to Bidders and it**

shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of.....20.....

Signature of Authorized Person  
On behalf of.....

.....

**Section-VIII**  
**PRICE SCHEDULE**  
**(Please fill up carefully, avoid overwriting.)**

Name & Address of the Manufacturer \_\_\_\_\_

Telephone & Fax No: \_\_\_\_\_

\_\_\_\_\_

Product name	Quantity offered	Rate Per unit of Ladies Bicycles at any district headquarters of Assam inclusive of all taxes.

Total Bid Price in Rs. In figures \_\_\_\_\_  
(Value of total cycles offered)

In Words \_\_\_\_\_

Bid Valid for .....days

Our Rate is valid for \_\_\_\_\_ days from the date of Bid Opening.

Signature of Bidder: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

SECTION X  
PERFORMANCE SECURITY FORM  
(to be given after award of contract)

To:-----  
-

(Name of Purchaser)

Whereas-----  
-

(Name of Supplier)

Hereinafter called "the Supplier" has undertaken, In pursuance of Contract  
No-----

Dated -----20-----to supply-----  
(Description of Goods & Services) hereinafter 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 recognized bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of -----  
(Amount of quantity in words and figures)

And we undertake to pay you, upon first written demand declaring the supplier to be in default under the contract and aforesaid, without avail or argument ,any sum or sums within the limit of -----  
----- (Amount of Guarantee) as aforesaid, Without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the-----day of-----20-----  
-

Signature and Seal of Guarantors

Order Placed by  Full address of purchaser	Order No. and Date	Descripti on and quantity ordered goods	Value of order	Target date & Date of completion of delivery		Remarks indicating reason for late delivery, if any	Has the supply satisfactory? (Attach a certificate from purchaser/con signee)
1	2	3	4	5	6	7	8

**SECTION XI**

**PERFORMA FOR PERFORMANCE STATEMENT (FOR A PERIOD OF LAST 3 YEARS)**

Bid No.....(Separate Statement for the year 2015-16 2016-17 and 2017-18)

**Date of Opening : ..... Time.....**

**Name of the Firm .....**

Signature and seal of Bidder

## SECTION XII

### CAPABILITY STATEMENT (CS)

(All the information desired below is compulsory)

1. Name & Address of the Bidder:

Phone /Fax/E-mail:

2. Classification:
- a) Manufacture
  - b) Authorized Dealer
  - c) Other (please specify)

3. Plant:
- a) Location
  - b) Description, Type & Size of building

4. Capacity of the Bidders:

TYPES OF Production Goods Available	Production Capacity per Hour	Production Capacity per Day	Number of Similar Orders in hand [specify the Volume of works]

5. Whether the Bidder has its own power backup/Generator facilities : Yes/No

6. Whether the Bidder has its own Facility for production of Ladies Bicycles : Yes/No

7. Details of other Facilities available with the Bidder :

8. Details of Personnel/Organization Structure:

Give Organization chart for following indicating clarity the no. of employee at various levels.

- a) Quality assurance
- b) Production
- c) Marketing
- d) Service
- e) Administrative

Signature of the Bidder : \_\_\_\_\_

Business Address : \_\_\_\_\_

## TENDER FORM

### SECTION XIII

**Paste here court fee of Rs. 20.00**

**Please check your bid shall be rejected if no court fee is given.**

**(All the information desired below is compulsory)**

1. Name & Address of the Bidder:
2. Telephone Number:
3. Fax Number:
4. E-Mail Address:
5. Sales Tax Registration
No/TIN/GRN No: _____
6. Income Tax PAN No:
EMD
a) DD No: _____ b) Date: _____
c) Name of Bank: _____
8. Quantity Offered by the Bidder:
9. Rate Validity Offered for ..... days
10. Whether quoted as per Technical Specifications laid under Section VI: Yes/No
11. Whether Samples submitted: Yes/No
We agree with all the terms and conditions prescribed in the Bid Document.

Signature of Bidder

Date