



**SOUTH DELHI MUNICIPAL CORPORATION**  
**EDUCATION DEPARTMENT: HQ**  
**Dr. Shyama Prasad Mukherjee Civic Centre**  
**E Block, 23<sup>rd</sup> Floor, JLN Marg, N Delhi-02**  
**Email:-deopurchase@gmail.com**  
**Tele No.011-23227326**



**No.: SDMC/Education/Uniform/Tender/2398/2014 Dated:21.11.2014**

Request for Proposal (RFP)

For

Supply of Stitched School Uniforms

For Primary Schools covered under the jurisdiction of South Delhi Municipal Corporation

Date of Issue of Bid Documents :	24.11.2014
Last Date of Issue of Bid documents :	30.12.2014 up to 3.00 P.M.
Date of Pre-bid meeting	09.12.2014 at 11.45 A.M.
Last Date for submission of Bid:	30.12.2014 up to 3.00 P.M.
Date of opening of Bid	30.12.2014 at 4.00 P.M.
Estimated Cost	21.50 Crore

Cost of Tender Document: Rs.1000/- (Rupees One Thousand only) to be paid by Demand Draft drawn on a Nationalized Bank or cash

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Education Department  
South Delhi Municipal Corporation  
23rd Floor, Dr. Shyama Prasad  
Mukherjee Civic Centre,  
Minto Road, New Delhi -110002  
Ph. No.:011-23227326  
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## **Contents of RFP Document**

Chapter 1	Instructions to Bidders
Chapter 2	Terms & Conditions of Contract
Chapter 3	Specifications and Technical Details with respect to the Products
Chapter 4	Form of Price Schedule
Chapter 5	Draft Contract Form
Chapter 6	Other Standard forms required to be utilised by the South DMC or the Applicant/Bidders

Chapter 1 consists of Instructions to Bidders which are required to be adhered to while preparation and submission of the Bid.

Chapter 2 contains the conditions of contract which along with those contained in the Draft contract shall be required to be followed by the successful bidder.

Chapter 3 contains the specifications with respect to the desired Products in details and which shall be required to be followed at all times unless otherwise specified by the South DMC.

Chapter 4 consists of the form for price bid. The Applicants/Bidders shall provide their financial bid in the manner provided in this chapter.

Chapter 5: Draft Contract Agreement, to be signed between Education Department, South Delhi Municipal Corporation and the successful Bidder or Lead Member formed in case of a Consortium. In case a Consortium is declared as the Preferred Bidder, the original members of the Consortium shall also be confirming parties to the Contract Agreement. In case of Partnership Firm, all the members of the Partnership Firm shall be parties to the Contract Agreement.

Chapter 6 provides necessary formats for the South DMC and Applicants/Bidders to prepare the Proposal. The prescribed formats for the submission of Proposal are annexed to this chapter.

Applicants/ Bidders are advised to thoroughly understand the Terms and Conditions and submit their Proposals complying with the requirements stipulated in the RFP document. Proposals are liable to be disqualified in case they are incomplete, non-responsive, non-eligible and if the information is not submitted as per the prescribed formats.

## **DISCLAIMER**

*The information contained in this Request for Proposal comprising of Chapters 1 to 6 (hereinafter referred to as "**RFP**") or subsequently provided to the Bidders, in documentary form by or on behalf of the South Delhi Municipal Corporation, its authorised employees is provided to the Applicant(s)/ Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.*

*The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information for all the persons and it is not possible for South DMC, its employees or any of its agencies/consultants/advisors to consider the business/ investment objectives, financial situation and particular needs of each Applicant/ Bidder who reads or uses this RFP document. Each Applicant/ Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. South DMC, its employees or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the RFP document.*

*South DMC may at its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.*

SOUTH DELHI MUNICIPAL CORPORATION

**Education Department,**

23rd Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002

**No.: SDMC/Education/Uniform/Tender/ ...../2014    Dated:**

**NOTICE INVITING TENDER (NIT)**

for

SUPPLY OF STITCHED SCHOOL UNIFORMS FOR STUDENTS OF PRIMARY SCHOOLS OF THE SOUTH DELHI MUNICIPAL CORPORATION

*Purpose: The Director (Education), South DMC, Dr. Shyama Prasad Mukherjee Civic Centre, Delhi invites on behalf of the South DMC sealed and super-scribed technical and financial proposals from eligible manufacturer for supply of stitched school uniform.*

South DMC intends to complete the entire process of proposal evaluation and award the Project on a priority basis. In order to enable South DMC to complete the process as soon as possible, Applicant/ Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. South DMC shall endeavour to adhere to the schedule during the bidding process.

Notes:

1. **Addresses for obtaining the RFP document:** RFP document containing detailed terms and conditions can be obtained from the office of the Director (Education Department) at 23rd Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002 upon payment of Rs. 1000/- (Rupees one thousand rupee Only) as the necessary cost of RFP document in cash or through demand draft from nationalized bank. Alternatively, the document can be downloaded from [www.mcdonline.gov.in](http://www.mcdonline.gov.in). In case documents are downloaded, then while submission of the Proposal by the Applicant/ Bidder, a Demand Draft for Rs. 1000/- (Rupees one thousand rupee only) in favour of Commissioner,

South Delhi Municipal Corporation, payable in Delhi, to be submitted along with tender document. Copy of the G8 form shall be enclosed with Envelope 1- Technical Proposal, containing the original Technical Proposal if tender document is purchased from the office of education department.

2. Address for submission of Proposal: Sealed Technical and Financial Proposals will be received **till 30.12.2014 upto 3.00 P.M.** in the office of the Director (Education), South Delhi Municipal Corporation 23<sup>rd</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002. The Technical Proposal will be opened at 4.00 P.M. on the same day in the presence of the Applicants/Bidders or their authorized representatives.
3. Proposal Validity Period: The Proposal submitted by the Applicants shall hold good for 180 days from the date of opening of the Technical Bid.
4. **Cost of RFP document**: Rs. 1000/- (Rupees one thousand Only), as non-refundable tender fee, to be paid through Demand Draft of a Nationalised bank, payable in Delhi, in favour of Commissioner, South Delhi Municipal Corporation or in cash.
5. **Earnest Money Deposit**: An amount of Rs. 16 Lakh should be deposited through Demand Draft as Earnest Money Deposit and for Rs. 50 Lakh , should be submitted as a bank guaranty from a nationalised bank in favour of Commissioner, South Delhi Municipal Corporation, payable in Delhi, to be submitted along with Technical Proposal, otherwise the Proposal shall be rejected.
6. **Performance Security**: Performance Security @ **5% of the actual contractual amount** shall be payable within 15 (Fifteen) days from the issue of the **Letter of Intent ("LoI")** but before the execution of the contract.
7. NIT Intimation: NIT can also be seen on the notice board/office of the Education Department, South DMC.
8. **Pre-Bid Meeting**: A pre-bid meeting for clarification of Applicants'/ Bidders' queries will be held on 09.12.2014 at 11.45 A.M. in the Conference Room, South Delhi Municipal Corporation, 23rd Floor, Dr. Shyama Prasad

Mukherjee Civic Centre, Minto Road, New Delhi- 110002. The Bidders are encouraged to send their queries through the email [deopurchase@gmail.com](mailto:deopurchase@gmail.com) two days before Any modification in the RFP document that may become necessary as a result of pre-bid meeting or due to any other reason shall be intimated through the issuance of an addendum by uploading in the SDMC website only. This will be deemed and treated as communication to all concerned. No separated information will be sent to any individual.. The addendum then will form a part of the RFP document and a part of the Agreement to be executed upon selection of the preferred Bidder. The quarries can be submitted directly in pre-bid meeting in writing.

9. South DMC's rights of rejection/acceptance: The Commissioner on behalf of the South DMC reserves the right to accept or reject any or all the Proposals or cancel the tender process without assigning any reason(s) whatsoever.
10. Enquiries: For any enquiry contact the office of the **Director** (Education Department) at 23<sup>rd</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002 or on Phone No: 011-23227326

**Director (Edu.)**  
**South Delhi Municipal Corporation**

## **CHAPTER 1**

### **INSTRUCTIONS TO BIDDERS (ITB)**

The South Delhi Municipal Corporation (hereinafter referred to as the “**SOUTH DMC**”) amongst other functions runs, operates and manages primary schools in the area covered under the jurisdiction of South DMC. The South DMC in view to standardize the uniforms across the primary schools and make uniforms available to the students of primary schools have decided to provide stitched school uniforms for summer and winter season (hereinafter referred to as “**Products**”) to the students of the primary schools being operated by the South DMC for a duration of 2(two) years. The Products are required to be supplied each year. There are 589 primary schools with approximately 293436 students studying from Classes 1 to 5. The details with respect to the students studying in the primary schools have been provided in **Annexure I** to this Chapter. The Education Department of the South DMC is responsible for undertaking various decisions regarding education and management of the schools.

The Education Department, South DMC accordingly intends to seek bids from suitable entities for supply of the Products for about 293436 students on its rolls in the primary schools. Accordingly, sealed bids are invited by South DMC from original uniform cloth manufacturers, for supply of Products as per details given in the bid documents, to the primary schools run by South DMC.

#### **Scope of work:**

**As per the specifications and technical details with respect to the products mentioned in chapter-3**

#### **1. Bid Process**

The Bid shall be a two stage process, namely:

- (a) TECHNICAL BID; and**
- (b) FINANCIAL BID**



## 2. Schedule for invitation to Bid:

Date of Issue of Bid Documents :	24.11.2014
Last Date of Issue of Bid document :	30.12.2014
Last date of receiving queries for Pre-Bid Meeting	07.12.2014
Date of Pre-Bid Meeting	09.12.2014 at 11.45 A.M.
Last Date of submission of Bid:	30.12.2014 up to 3.00 P.M.
Date of opening of Bid	30.12.2014 at 4.00 P.M.
Date of opening of Financial Bid	To be intimated separately
Date of issue of Letter of <b>Intent</b>	
Date of signing of the Contract	

Please note that South DMC reserves the right to extend the dates as mentioned hereinabove. Intimation to this effect shall be given on sdmc website accordingly. South DMC or its employees/ advisors/ consultants etc. shall not be liable in any manner whatsoever in case any Applicant/ Bidder fails to get knowledge of such intimations. Applicants/ Bidders are advised to regularly check for details including the ones that may be notified at the South DMC website: **[www.mcdonline.gov.in](http://www.mcdonline.gov.in)**

## 3. **Details about Bid Submission:**

3.1 Name of the Concern by whom the bids are being invited:

Director(Education)

Education Department, South Delhi Municipal Corporation, 23<sup>rd</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi -110002

3.2 Address at which Bids are to be submitted:

Sealed Technical and Financial Proposals will be received **upto 3.00 P.M.** by 30.12.2014 in the office of the Director (Education), 23<sup>rd</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002. The Technical Proposal will be opened at 4.00 P.M. on the same day in the presence of the Applicants /Bidders or their authorized representatives.

The Bids have to be submitted physically by the authorized representative at the aforesaid address. The authorized representative shall put his signatures at the appropriate place. All Bids received after the due date or which are incomplete or received in tampered condition shall be forthwith rejected except in accordance with the terms of this RFP.

3.3 Place, Time and Date for opening of Technical bids:

Place: Education Department, South Delhi Municipal Corporation, 23<sup>rd</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi -110002

Time: 4.00 P.M.

Date: 30.12.2014

3.4 Financial bids of the Applicants/Bidders who have successfully completed the technical stage will be opened and scrutinized at the date stated above. In case of any change in the date and time of the opening of the same, such Applicants/Bidders shall be intimated of such change by email at the email address provided to the South DMC by such Applicants/Bidders.

3.5 Date till which the bid is valid: **180** days from the date of submission of bids. In the event the validity period is required to be further extended, Applicants/Bidders shall accordingly provide such confirmation to the South DMC including extension of the EMD, after due intimation of the same by South DMC in writing.

- 3.6 SOUTH DMC's rights of rejection/acceptance: The Commissioner on behalf of the South DMC reserves the right to accept or reject any or all the Proposals or cancel the engagement process without assigning any reason(s) whatsoever.
- 3.7 The Commissioner, South DMC reserves the right to continue with the Bid process as per this RFP document even in case of a receipt of a single bid. Such bid shall be scrutinized in accordance with this RFP.

#### **4. Procedure for Submission of Bids**

- 4.1 It is proposed to have a Two-Cover System for this bid.
- (a) Technical Bid documents in one cover.
  - (b) Financial Bid in another separate cover.
- 4.2 The Applicants/Bidders must place their Technical and Financial bids in separate envelopes, super-scribed with separate Bid titles in the following manner:
- (a) The Technical Bid should be covered in a separate sealed cover super-scribing the wording "**Technical Bid for Supply of Stitched School Uniforms**".  
  
Please note that commercial aspects (prices, cost, charges, etc.) should not be indicated in the Technical Bid and should be quoted only in the Financial Bid.
  - (b) Financial Bid should be covered in a separate sealed cover super-scribing the wording "**Financial Bid for Supply of Stitched School Uniforms**".  
  
Financial Bid should only indicate prices in the prescribed format.
- 4.3 Both, the cover containing the Technical Bid and the cover containing Financial Bid must be placed together in one single sealed envelope before submission. In case necessary, a box can be used for the said purpose.

- 4.4 The box/cover containing both the Technical and the Financial Bid thus prepared should also indicate clearly the name and address of the Applicant/Bidder and shall be super-scribed by the wording "**Bid for Supply of Stitched School Uniforms**".
- 4.5 A Bid Evaluation Committee shall be constituted by the South DMC which shall evaluate the conformance of the Bids with the terms and conditions mentioned in this RFP.
- 4.6 The Bids received late and declared late by the Bid Evaluation Committee after the last date and time for receipt of bids prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Applicant/Bidder. The Bids shall be returned unopened after being marked "Late".
- 4.7 Conditional bids shall not be entertained and will be disqualified promptly without assigning any reasons.
- 4.8 Financial Bids of only those Applicants /Bidders will be opened who qualify the Technical round on date as prescribed in this RFP.
5. The Applicant/Bidder is expected to carefully examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Applicant's/Bidder's risk and may result in the rejection of the Bid.

**6. Language of Bids**

The Bids prepared by the Applicant/Bidder and all correspondence and documents relating to the bids exchanged by the Applicant/Bidder and South DMC, shall be written in English language, provided that any printed literature furnished by the Applicant/Bidder in any other language may not be accepted except where it is accompanied by a certified copy of English translation in which case, for purposes of interpretation and evaluation of the Bid, the English translation shall govern.

## **7. Documents Comprising the Bids**

7.1 The Bids prepared by the Applicants/Bidders shall comprise of following components (Bid documents are to be submitted in the order of pre-qualification clauses along with index and page numbers clearly marked):

- (i) The **Technical Bid** shall consist of following:-
  - a. Bid proposal sheet duly filled in, signed on each page and complete in all respects. (**Chapter 6 -Annexure - I**).
  - b. Qualification data duly filled in as per relevant proforma provided in the bid proposal that the Applicant/Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted (**Chapter 6 -Annexure - II**).
  - c. The Applicant/Bidder must furnish **Earnest Money Deposit (EMD)** of Rs. 16 Lakh through Demand Draft and for Rs. 50 Lakh , should be submitted as a bank guaranty from a nationalised bank in favour of Commissioner, South Delhi Municipal Corporation, payable in Delhi, failing which the Bid will be rejected. This EMD is to be submitted with the Technical Bid.
  - d. The Applicant/Bidder is required to submit the proof of average turnover of the Applicant/Bidder during last 3 financial years of operations for respective items along with copy of audited Balance Sheet and Profit and Loss account for the last 3 financial years to be attached. The certified copies of the Income Tax Returns along with the Balance Sheets and Profit and Loss Accounts shall also be furnished.
  - e. The certified copy of valid Sales Tax/VAT registration certificate and Permanent Account Number (PAN) issued by Income Tax Department to the Applicant/Bidder must be attached and form a part of the Technical Bid. In case of consortium, each member

shall provide the valid Sales Tax/VAT registration certificate and PAN.

- f. Solvency certificate of Rs. 8 Crore/- issued by a nationalized bank shall be furnished by the Applicant/Bidder.
- g. Copy of certification of valid ISO 9001-2000 to be attached.
- h. Copy of **latest composite mill certificate** issued by the Govt. of India, Ministry of Textiles showing spinning, weaving & processing under one company/entity name, having one legal entity. This certificate should **not be more than two years old** from last day of the month previous to the date of the Notice for Invitation of this RFP.
- i. Any other document as required to be enclosed in support of the eligibility criteria mentioned in clause 12 and 17.9 of this chapter herein.
- j. The Applicant/Bidder must submit the sample exactly as per shade and design required by South DMC. A coloured photocopy of the uniform is included in the RFP document. To get the appropriate shade cutting, the Applicant/Bidder may approach South DMC at New Delhi at the following address:-

Director (Education)  
23rd Floor, Education Department,  
South Delhi Municipal Corporation,  
Dr. Shyama Prasad Mukherjee Civic Centre,  
Minto Road, New Delhi -110002

- k. The Applicant/Bidder must submit a sample exactly as per tender specification as mentioned in **Chapter 3** to this Section, duly tested from any Laboratory of the Textile Committee, Ministry of Textiles, Govt. of India duly accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL) or by A2LA (American Association for Laboratory

Accreditation, USA) and RvA (Raad Voor Accreditatie), Dutch Accreditation Council, Netherlands. The sample shall contain the stamp and sign of the laboratory and shall accompany a signed and sealed test report with respect to the sample and the sample along with the receipt shall be submitted to South DMC along with the Technical Bid.

All parameters mentioned in the specification must be tested and a clear Remark should be given as to whether the sample is matching as per tender specifications. Any incomplete Test Report without the remarks of laboratory will be rejected. It must also be mentioned that "**all parameters as per specification have been tested**". Any deviation from this condition shall make the Bid liable for rejection.

It is clarified herein that the cutting shown by the South DMC is only for the purposes of providing the indication of the shade and colour combinations only to the intending Applicants/Bidders and is not, in any manner, indicative of the technical specifications for the Products as specified under this RFP document.

- (ii) The **Financial Bid** shall consist of the price quoted for providing the Products in the desired quantity in accordance with the Technical Specifications duly filled, signed on each page and complete as per the price schedule on the prescribed quotation form (as per **Chapter 4**). There must not be any corrections / overwriting etc. on the amounts in figures and words and the total amount must be in figures and words and pasted with a transparent tape. In case of any difference in amount in figures and words, the amount in words shall be taken as final amount quoted. The Applicant/Bidder shall provide a quote for the Products which shall be valid for the term of the contract. The calculation of the lowest bidder shall be based on the aggregate cost of providing the Products.

- 8. Cost of Bid participation:** The Applicants/Bidders shall bear all costs associated with the preparation and submission of its **Application/Bid**, including cost of presentation for the purposes of clarification of the bid, if so desired by the South DMC. South DMC will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding process. The Applicant/Bidder shall also take into account the costs incurred during the testing phases both during the bidding and after the execution of the contract and the Financial Bid shall be inclusive of such expenses and appropriate additional samples shall be provided.
- 9.** Any modification in the RFP document that may become necessary as a result of the pre-bid meeting shall be intimated through the issuance of an addendum by uploading on sdmc website. Such addendums shall then form part of this RFP.
- 10.** Where the Applicant/Bidder is a partnership firm, it shall be registered under the Indian Partnership Act, 1932 as on the date of submission of the Bid. Where the Applicant/Bidder is a company incorporated under the (Indian) Companies Act, 1956 as amended or substituted from time to time, or a Limited Liability Partnership (LLP) established under the Limited Liability Partnership Act, 2008 the provisions of this RFP including the conditions as provided below shall *mutatis mutandis* be applicable to it. Such consortium shall also comply with the following requirements in addition to those provided in clause 12 of this Chapter:
- (i) Number of members in a consortium shall not exceed 3 (three) and no member having share of less than 26%;
  - (ii) subject to the provisions of clause (i) above, the bid should contain the information required for each member of the Consortium;
  - (iii) each member of the consortium must fulfil the eligibility criteria individually pertaining to their areas of competence.

e.g.-1: If X & Y are the consortium members then either X or Y has to satisfy the turnover criteria of Rs. 9,60,00,000/- (Rupees Nine Crore Sixty Lacs Only) in each of the previous three (3) financial years. If X is having turnover of Rs. 6 Crore and Y is having turnover of Rs. 5 crore, then they would not be eligible under turnover



criteria. As such either X or Y should have turnover of Rs. 9,60,00,000/- (Rupees Nine Crore Sixty Lacs Only) or more.

- (iv) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"). The nomination(s) shall be supported by a Power of Attorney, signed by all the other members of the Consortium;
- (v) an individual Bidder cannot at the same time be member of a Consortium applying for bidding. Further, a member of a particular Consortium cannot be member of any other Consortium or partnership firm applying for the bidding;
- (vi) members of the Consortium shall enter into a binding Memorandum of Understanding (MOU), for the purpose of making the Application and submitting a Bid. The parties may have the MOU in any format subject to the MOU clearly and definitively covering the role of each member of the Consortium. The guidelines as mentioned in **Chapter 6 -Annexure - III** shall be adhered;
- (vii) except as provided under this RFP, there shall not be any amendment to the MOU without the prior written consent of the South DMC.
- (viii) The Lead Member shall be liable for the complete performance of the work. Additionally, the other consortium member(s) having the specific responsibility as per the terms of the MOU submitted to South DMC shall also be jointly and severally liable for such failure with respect to such specific responsibility.

**11.** Any Applicant/Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the bidding process. Any Applicant/Bidder found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- (i) the Applicant/Bidder, its member or associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling

shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956.

- (ii) a constituent of such Applicant/Bidder is also a constituent of another Applicant; or
- (iii) such Applicant/Bidder has the same legal representative for purposes of this Application as any other Applicant; or
- (iv) such Applicant, or any Associate thereof has a relationship with another Applicant/Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the bidding of either or each other; or
- (v) such Applicant, or any Associate thereof has participated as a consultant to the South DMC in the preparation of any documents, design or technical specifications of the Project.

## **12. ELIGIBILITY CRITERIA**

- 12.1 The Applicant/Bidder and in case of consortium, the lead member must be an Original Cloth manufacturer. No Dealer or agent or Distributor is allowed to participate in the tender. A valid registration of the establishment/factory shall be provided which can be a valid Composite Mill Certificate.
- 12.2 The Applicant/Bidder must be in the field of cloth manufacturing for the last seven (7) years and have their own composite mill for manufacturing the material and all facilities i.e. spinning, weaving, stitching and processing

should be under one name of company and a valid latest certificate as a proof thereof issued from the Ministry of Textiles, Government of India should be attached with tender form.

12.3 The Applicant/Bidder must have an annual turnover of at least Rs. 7 Crore./- (Rupees seven Crore Only) in each of the previous three (3) financial years.

12.4 The Applicant/Bidder must be ISO 9001-2000 certified company/other entity.

12.5 The Applicant/Bidder must have valid State Sales Tax / VAT and CST Number, and PAN issued by the Income Tax Department.

12.6 **Experience**

(i) The Applicant/Bidder shall have the following experience of having successfully completed manufacturing and supply of stitched school uniform (" **similar works**") during the last seven (7) years ending last day of the month previous to the date of the Notice for Invitation of this RFP:

Three similar completed works each costing not less than Rs. 9 crores;

**Or**

Two similar completed works each costing not less than the amount equal to Rs. 11 crores;

**Or**

One similar completed work of aggregate cost of not less than Rs. 18 crores

**And**

(ii) One completed work of any nature (either part of (i) or a separate one) costing not less than the amount equal to Rs. 18 crores with

some Central Government Department/State Government Department/ Central Autonomous Body/Central or State Public sector undertaking/Kendriya Vidyalaya Sangathan.

**And**

- (iii) No liquidated damages shall have been levied on account of delay or on account of any other factor on the Applicant/Bidder in the completion of the aforesaid works which is/are relied upon.
- (iv) The Applicant/Bidder shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience as provided above in clause **12.6(i) and 12.6(ii) and shall provide a separate written undertaking with respect to clause 12.6(iii).**

- 12.7 Applicant/Bidder must have adequate testing facility to ensure quality of supply. Supporting documents in relation to the testing facility may be provided.
- 12.8 Technical Brochures of the Products quoted and the detailed technical specifications along with samples should also be enclosed.
- 12.9 Applicant/Bidder must submit further details documenting the methodology for supply of the Products.
- 12.10 In case of a consortium of bidders, the aggregate of the eligibility criteria of the members of the consortium shall be taken into account.

**13. DISQUALIFICATION**

Applicant/Bidder is liable to be disqualified, even though they meet the qualifying criteria, if:

- 13.1 They are found to have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- 13.2 They are found to have a record of poor performance; and/ or

- 13.3 There is justification for believing that the proprietor or employee, or representative of the firm has been guilty of malpractices such as bribery, corruption, fraud substitution of tenders, interpolation, misrepresentation/ misinformation/ poor or substandard quality of work/ evasion or habitual default in payment of any tax levied by law; and/or
- 13.4 Any company or firm or proprietorship with which any of the company's owners, employees or partners were associated, have been disqualified, removed, blacklisted or otherwise prevented from bidding or competing in any tender in the last 5 (five) years.

#### **14. PROCESS TO BE CONFIDENTIAL**

After opening of the Proposals/ offers no information relating to the examination, clarification evaluation and comparison of proposals/ offers and recommendations concerning the award of contract shall be disclosed to the Applicants or other persons. Any effort by any Applicant to exert unfair influence in process of examination, clarification evaluation and comparison of proposals to influence decision concerning award of contract shall result in rejection of proposal/offer. Such unfair influence shall include a Bidder or any of its employees/agents influencing the bid process by way of raising baseless and unsubstantiated allegations in public, complaints about the Bid process or any of the employees, consultants of the South DMC engaged in undertaking the Bid process.

#### **15. CLARIFICATIONS**

The South DMC may ask Applicants/Bidders for clarifications of their tenders in order to assist in the examination, evaluation and comparison of tenders. No change in a matter of substance in the tender, including changes in price and changes aimed at making an unresponsive tender as responsive shall be sought, offered or permitted.

If there is any discrepancy between the financial proposal/bid quoted in figures and in words, the figure in words shall be treated to be final financial bid.

## **16. NEGOTIATIONS**

South DMC may carry out the negotiations with the preferred Applicant/Bidder offering the best (i.e. the lowest) financial bid, by calling the Applicant/Bidder or its authorized representative in its office in which case, the Applicant/Bidder or his authorized representative shall remain present in the South DMC office for negotiations. The Applicant/Bidder may at its own will give revised financial offer in writing to the South DMC. The original financial offer shall then be treated, as modified and modified financial offer shall be treated as the final financial offer.

## **17. ADDITIONAL TERMS AND CONDITIONS FOR SUBMISSION OF THE BID**

- 17.1 EMD is liable to be forfeited and Bid is liable to be rejected, if the Applicant/Bidder withdraw or amends, impairs or derogates from the bid in any respect within the period of validity of the Bid or is found to be engaged in any material suppression of facts.
- 17.2 The EMD and bank guarantee of the successful Applicant/Bidder shall be released after the receipt of the Performance Security.
- 17.3 If the successful Applicant/Bidder fails to furnish the Performance Security within 15 days of the issue of LoI (in the form provided in **Chapter 6 - Annexure - IV**), the EMD shall be forfeited by South DMC .
- 17.4 The EMD of all the unsuccessful Applicant/Bidders will be returned immediately after opening of Financial bid. r. No interest will be payable by the South DMC on the EMD.
- 17.5 This Bid Document is not transferable.
- 17.6 The Tenders of only those Applicants/Bidders, who have purchased the documents in their names, will be considered and shall be subject to furnishing proof of G8 copy or copy of the Demand Draft.

- 17.7 The South DMC reserves the rights to reject any Bid or all the Bids without assigning any reasons before opening the Financial Bids.
- 17.8 The South DMC may either itself or through authorised representatives may in order to satisfy itself with respect to the eligibility, capability, viability and any other information given by the tendering firms visit their manufacturing plant before agreement and during the contract period.
- 17.9 Any entity which has been blacklisted by any Government department is not eligible to participate in this tender. An undertaking to this effect must be submitted on Non Judicial stamp paper of Rs. 100/-. In case of consortium each of the constituent members shall furnish a separate undertaking to this effect.
- 17.10 Sealed offers prepared in accordance with the procedures enumerated above should be submitted to the South DMC not later than the date and time laid down, at the address given in this RFP.
- 17.11 All the Applicants/Bidders participating in the Tender must attach a list of their directors / owners / partners etc. and a certificate to this effect that the firm is neither black listed by any Govt. Department and nor any Criminal case / complaint is registered / pending against the firm. In case of LLPs and companies participating either individually or as a consortium member, the designated partners and directors respectively shall also provide their Designated Partner Identification Number and Director Identification Number duly obtained from the Registrar of Companies.
- 17.12 The individual signing the bid or other document, in connection with the bid must certify as to whether he or she has signed as :
- (a) A "Sole proprietor" of the firm or constituted attorney of such sole proprietor.
  - (b) A partner of the firm, if it be partnership, in which case he must have authority to refer to arbitration disputes concerning the business partnership either by virtue of the partnership agreement or a power of attorney. In the alternative all the partners should sign the bid.
  - (c) Authorised representative or director under the board resolution, if, it is a company.

**Annexure - I of Chapter 1**

**Annexure-I of Chapter 1**

**Number of Students Class & Zone Wise  
SOUTH DELHI MUNICIPAL CORPORATION: EDUCATION DEPARTMENT (HQ)**

S.No	Zone	Sites	Shift			No. of Schools				Class - I			Class - II			Class - III			Class - IV			Class - V			Total		
			Ist	IIInd	Gen	Boys	Girls	Co-Ed.	Total	Boys	Girls	T	Boys	Girls	T	Boys	Girls	T	Boys	Girls	T	Boys	Girls	T	Boys	Girls	G.Total
1	South		32	32	84				148	4294	4717	9011	5317	5728	11045	6059	5986	12045	6491	6635	13126	7325	7057	14382	<b>29486</b>	<b>30123</b>	<b>59609</b>
2	Najafgarh	114	29	29	84	46	47	49	142	5046	6079	11125	6785	6800	13585	6847	7026	13873	7515	7229	14744	8109	7580	15689	<b>34302</b>	<b>34714</b>	<b>69016</b>
3	Central		51	51	54	56	57	43	156	5043	6606	11649	7435	8282	15717	8602	9239	17841	9946	10697	20643	10834	11558	22392	<b>41860</b>	<b>46382</b>	<b>88242</b>
4	West Zone	103	42	42	59	43	43	57	143	5693	6457	12150	6938	7438	14376	7492	7967	15459	8328	8466	16794	9090	8700	17790	<b>37541</b>	<b>39028</b>	<b>76569</b>
	<b>Total</b>	<b>217</b>	<b>154</b>	<b>154</b>	<b>281</b>	<b>145</b>	<b>147</b>	<b>149</b>	<b>589</b>	<b>20076</b>	<b>23859</b>	<b>43935</b>	<b>26475</b>	<b>28248</b>	<b>54723</b>	<b>29000</b>	<b>30218</b>	<b>59218</b>	<b>32280</b>	<b>33027</b>	<b>65307</b>	<b>35358</b>	<b>34895</b>	<b>70253</b>	<b>143189</b>	<b>150247</b>	<b>293436</b>

Please note that the aforesaid figures are based on the data as of 31<sup>st</sup> August, 2014. The grand total as provided above may increase or decrease and Bidder is advised to take a margin of +/- 10% on account of the fluctuation.



**Chapter 2**  
**Terms and Conditions of the Contract**

1. All documents prepared by the bidder in the execution of the contract shall become and remain the property of the South DMC, and before termination or expiration of this contract, the bidder shall deliver all such documents to the South DMC under the contract along with the detailed inventory thereof.
2. **Performance Security:** The successful bidder shall submit a Performance Security @ 5% of the actual contractual amount, within 15 (fifteen) days of receiving the LOI from South DMC and before execution of the contract. The Performance Security shall be in the following forms:
  - (a) 50% of the amount of Performance Security in the form of demand draft issued by a nationalised bank; and
  - (b) 50% of the amount of Performance Security in the form of unconditional and irrevocable Bank Guarantee of any nationalized bank in the form referred to in **Chapter 6 –Annexure -VI.**

In case supplier fails to deliver the items within delivery period or fails to comply with the terms and conditions of the contract and this RFP, the Performance Security submitted by the entity is liable to be forfeited. Performance Security shall be released after the completion of 6(six) months from the expiry of the term of the contract or in case of termination without cause. No interest will be payable by South DMC on the Performance Security.

3. The South DMC shall issue purchase orders to the Supplier for the supply of the Products ("**Purchase Order**"). The aforesaid is however, **provisional and the actual time of supply shall be governed by the specific Purchase Orders.** The South DMC reserves its rights to issue Purchase Orders either for part supply or full supply for any financial year i.e., the Purchase Order may be issued cumulatively for Summer Uniform and Winter Uniform or separately.
4. The Products shall be required to be provided within the duration of two months from the date of the issue of the Purchase Order by the South DMC. However, the time period as prescribed in the Purchase Order shall govern the actual supply of the Products.
5. **Central Warehouse**

The successful bidder/applicant shall be required to deliver the Products in accordance with the requirements, which requirements shall be ascertained

by the successful Applicant/Bidder at its own cost and shall be delivered at locations specified in each of the following zones namely, Central Zone, South zone, West Zone & Najafgarh zone. The warehouses shall collectively be referred to as the Central Warehouse.

6. **Quality Control post execution of contract**

6.1 The successful Applicant/Bidder shall get the stitched school uniforms certified as regards the conformance to the standards mentioned in this RFP from any four (4) accredited labs which shall be specified by the Applicant/Bidder in details mentioned in Annexure II of Chapter 6 ("Specified Labs").

6.2 The successful Bidder shall provide a certificate of conformance to the specification as mentioned in this RFP from the Specified Labs at its own cost at each of the following stages:

(a) **Manufacturing**: During the manufacturing of the original long cloth, the successful Bidder shall get the cloth certified as per the specifications mentioned herein from the Specified Labs;

(b) **Factory test**: Upon completion of the stitching, any part of the Products shall also be tested and certified by the Specified Labs as per the specification provided herein;

(c) **Storehouse test**: Once the consignment is delivered to the Central Warehouse or the place as designated by South DMC, the certification would be required concerning the Products received at the Central Warehouse of the South DMC and South DMC shall have the discretion to get the Products tested from any lab including but not limited to the Specified Labs; and

(d) **Subsequent test**: The South DMC reserves its rights to call upon the successful Bidder to provide a certification with respect to any part of the Products at any time during the subsistence of the contract. Alternatively, South DMC shall have the discretion to get the Products tested from any lab including but not limited to the Specified Labs.

6.3 **Ten (10)** pieces out of every 1000 pieces of the Products supplied by the successful Bidder shall be picked at random for testing. The pieces consumed in testing shall be replaced by the selected supplier without any additional cost. Expenses on account of providing such samples and testing as per clause 6.1 shall entirely be borne by the selected supplier. The Bidder shall take into account the samples and the lab testing expenses while submitting its financial bid.

6.4 South DMC shall provide the addresses of the Central Warehouse in the Purchase Order where the Supplier shall provide the Products as per the contract.

7. **Performance Security and payment of remittance to South DMC:**
- 7.1 The successful Applicant/Bidder whose proposal has been accepted shall have to provide as Performance Security equal to 5% of the actual contractual amount to South DMC. The Performance Security shall be **in the form of a demand draft from a Nationalised Bank and an unconditional and irrevocable bank guarantee from a Nationalised Bank in the form provided in Annexure VI to Chapter 6 in the ratio of 50% each**. This shall be provided to the South DMC maximum within 15 (fifteen) days from the date of issue of the LOI.
- 7.2 The Performance Security shall be valid throughout the Contract Agreement period and over and above this period for a minimum period of 180 days after the expiry of the Contract Agreement.
8. South DMC shall issue Purchase Orders in the form prescribed in **Annexure IV of Chapter 6** for the supply of the Products in accordance with the terms and conditions of the contract and this RFP.
9. In the event of breakages or loss of Products during transit, the said quantity of Products will have to be replaced by the supplier immediately. South DMC shall not be responsible for any transit insurance required by the supplier for the supply of the Products to the South DMC.
10. The number of students as shown in **Annexure I of this Chapter 1** is approximate and tentative requirement of the Products. It may increase or decrease. The rates of the Products should not vary with the quantum of requirement. The various sizes required for the Products have been provided in **Chapter 3** of this RFP.
11. Other conditions not provided hereinabove shall be governed in accordance with the terms and conditions mentioned in the draft contract agreement provided in **Chapter 5** of this RFP.
12. Only after completion of tests as laid down in clause 6 and after receipt of report found fit, the delivery of goods in the respective schools shall be permissible from Ware Housing of each zone by the contractor. The said delivery shall be made by the contractor in each school of SDMC only. The contractor has to deliver goods to the individual students at its own under the supervision of Principal of the School. The claim of payment against delivery of goods will be permissible only after 90% delivery is made within a period of 60 days of complete delivery of goods is made, whichever is earlier. A certificate of school Principal in this behalf shall be accompanied with the claim so made by the contractor.
13. Bidder have also to submit the document to verify his credentials, manufacturing capabilities, quality control system and availability of lab facilities.

**CHAPTER – 3**  
**SPECIFICATIONS AND TECHNICAL DETAILS WITH RESPECT TO THE PRODUCTS**

**A. SPECIFICATION**

**Summer Uniform**

**For Boys:**

<b>S.No.</b>	<b>Product</b>	<b>Colour</b>	<b>Indian Standard</b>
1.	Half Sleeve Shirt	Check Cloth having light Red, Black & White Colour	IS 15852 : 2009
2.	Half Pant	Coca-Cola worsted	IS 15853 : 2009

**For Girls:**

1.	Round Neck Tunic	Check Cloth having light Red, Black & White Colour	IS 15852 : 2009
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**Winter Uniform**

**For Boys :**

<b>S.No.</b>	<b>Product</b>	<b>Colour</b>	<b>Indian Standard</b>
1.	Full Sleeve Shirt	Check Cloth having light Red, Black & White Colour	IS 15852 : 2009
2.	Trouser	Coca-Cola worsted	IS 15853 : 2009

**For Girls:**

<b>S.No.</b>	<b>Product</b>	<b>Colour</b>	<b>Indian Standard</b>
1.	Full Sleeve Shirt	Check Cloth having light Red, Black & White Colour	IS 15852 : 2009
2.	Skirt	Coca-Cola worsted	IS 15853 : 2009

**Note:** The colour combination of the uniform can be changed and to be decided by the department after pre bid meeting.

## B. OTHER SPECIFICATIONS INCLUDING SIZE

### BOYS UNIFORM

#### HALF SLEEVE SHIRT

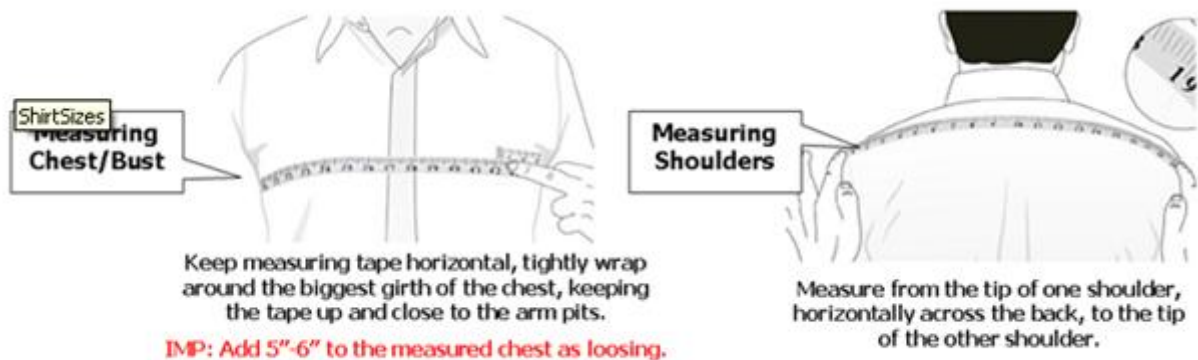


#### Sizes

Class	Kg1	Kg2	1	2	3	4	5	6	7	8	9	10	11	12
Boys	16	18	20	22	24	26	28	30	30	32	32	34	36	38
<b>Size*</b>	16	18	20	22	24	26	28	30	32	34	36	38	40	42
<b>Chest</b>	24	27	28	30	30	32	34	36	38	39	41	43	45	46
<b>Shoulder</b>	10	11	12	12.5	13	14	14.5	15	16	16.5	18	18	19	20

\*All measurements are in inches (") and might have a tolerance of +/- 0.5 "

#### How to take measurements



#### STITCHING DETAILS

- 1) FRONT OPEN BASIC SHIRT
- 2) BACK WITH SHIRT YOKE
- 2) ONE PATCH POCKET ON LEFT SIDE HAVING SOUTH MCD LOGO
- 3) SHIRT COLLOR
- 4) 5-6 BOTTOMS DEPENDS ON SIZE
- 5) PLAIN SLEEVE (HALF)

## FULL SLEEVE SHIRT



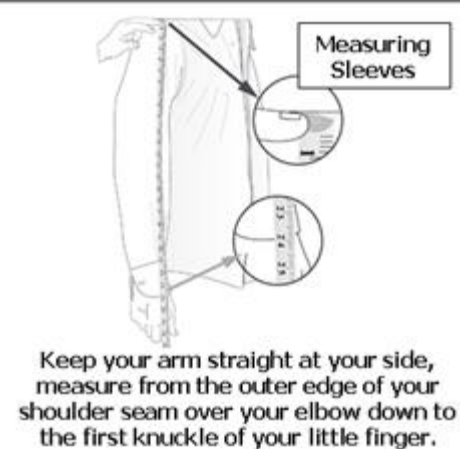
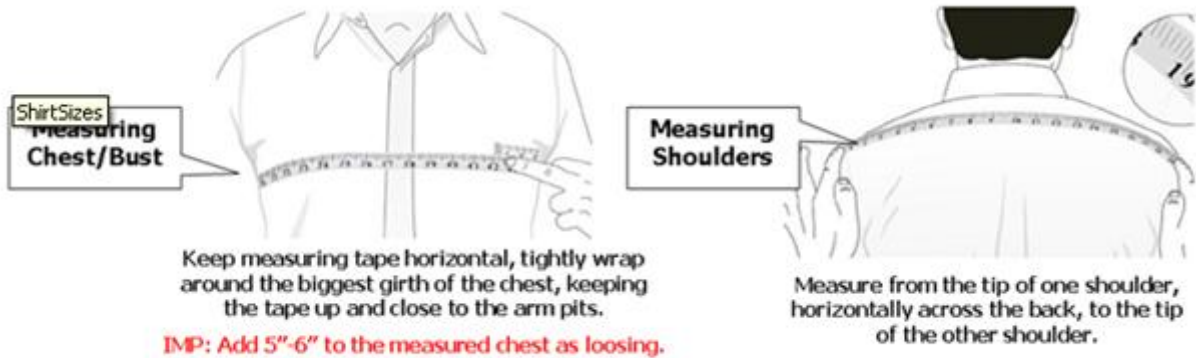
### SIZES

Class	Kg1	Kg2	1	2	3	4	5	6	7	8	9	10	11	12
Boys	16	18	20	22	24	26	28	30	30	32	32	34	36	38
Size*	16	18	20	22	24	26	28	30	32	34	36	38	40	42
Chest	24	27	28	30	30	32	34	36	38	39	41	43	45	46
Shoulder	10	11	12	12.5	13	14	14.5	15	16	16.5	18	18	19	20

\*All measurements are in inches (") and might have a tolerance of +/- 0.5"

Sleeves	13.5	16	17	18	19	20	22	22.5	24	24	25	25
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### How to take measurements



### STITCHING DETAILS

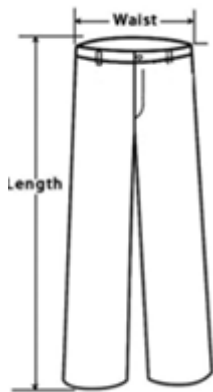
- 1) FRONT OPEN BASIC SHIRT
- 2) BACK WITH SHIRT YOKE
- 2) ONE PATCH POCKET ON LEFT SIDE HAVING SOUTH MCD LOGO
- 3) SHIRT COLLOR
- 4) 5-6 BOTTONS DEPENDS ON SIZE
- 5) PLAIN SHIRT SLEEVE (FULL) WITH CUFF AND PLACKET

### 3) TROUSER



Class	Kg1	Kg2	1	2	3	4	5	6	7	8	9	10	11	12
Size	22	24	26	28	30	32	34	34	36	36	38	40	Acc. to waist	
Size*	20	22	24	26	28	30	32	34	36	38	40			
Length	21	23	25	27	29	31	33	35	37	39	41			
Waist	Flexible Waist up to 28"													

#### HOW TO TAKE THE MEASUREMENTS



#### STITCHING DETAIL

- 1) ELASTICATED WAIST WITH WIDTH OF BAND ONE AND HALF INCH
- 2) FIVE FLAPS FOR BELT INSERTION
- 3) TWO SIDE POCKETS
- 4) 4 KNIFE PLEATS AT WAIST TWO IN EACH LEG
- 5) PLACKET OPENING WITH FLY ZIPPER WITH METALLIC HOOK AT WAIST

## GIRLS UNIFORM

### 1) BOX PLEATED SKIRT



Class	Kg1	Kg2	1	2	3	4	5	6	7	8	9	10	11	12
Size	12	14	16	18	20	22	24	26	28			Acc. to waist		

Size*	12	14	16	18	20	22	24	26	28	28W	30W	32W	34W
Waist	Elastic waist up-to 28"									28	30	32	34
Length	12.5	14	15	16	17.5	19	21	22	Free Size Length 22.5"				

\*All measurements are in inches (") and might have a tolerance of +/- 0.5"

### How to take measurement

To pick a size measure your waist exactly where you want to wear your skirt and measure the length from the waist



There are two types of skirts available:

1. Skirts from size 12-26 have elastic waists .
2. Above 26, skirts have fixed length but different waists.

### STITCHING DETAILS

- 1) BOX PLEATED SKIRT WITH WIDTH OF BOX IS 2 INCH.
- 2) WITH OF BELT IS ONE AND HALF INCH.
- 3) SIDE POCKET ON RIGHT SIDE



## 2) ROUND NECK TUNIC



Class	Kg1/2	1	2	3	4	5	6	7	8	9	10	11	12
Size	22	24	26	28	30	32	32	34	36	38	38	40	40

Mentioned size is the length of the tunic.

Size*	12	14	16	18	20	22	24	26	28	28W	30W	32W	34W	
Waist	Elastic waist up-to 28"									28	30	32	34	
Length	12.5	14	15	16	17.5	19	21	22	Free Size Length 22.5"					

\*All measurements are in inches (") and might have a tolerance of +/- 0.5 "

Size*	16	18	20	22	24	26	28	30	32	34	36	38	40	42
Chest	24	27	28	30	30	32	34	36	38	39	41	43	45	46
Shoulder	10	11	12	12.5	13	14	14.5	15	16	16.5	18	18	19	20

\*All measurements are in inches (") and might have a tolerance of +/- 0.5 "

## HOW TO TAKE THE MEASUREMENT

To pick a size measure your waist exactly where you want to wear your skirt and measure the length from the waist



There are two types of skirts available:

1. Skirts from size 12-26 have elastic waists .
2. Above 26, skirts have fixed length but different waists.

## STITCHING DETAILS

- 1) TUNIC COMBINATION OF SHIRT AND SKIRT WITH BIAS BAND AT THE WAIST.
- 2) SHORT PUFF SLEEVE
- 3) PETER PAN COLLAR WITH PLACKET AT BACK WITH 3 BUTTONS
- 4) PATCH POCKET AT UPPER LEFT HAVING SOUTH MCD LOGO

#### 4) FULL SLEEVE SHIRT



FABRIC IS SAME AS IN SKETCH BUT SLEEVES ARE FULL

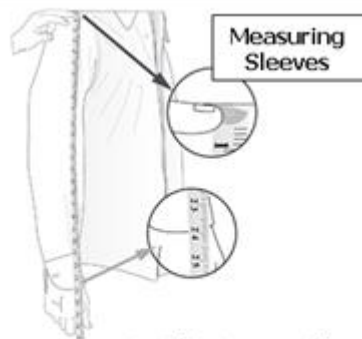
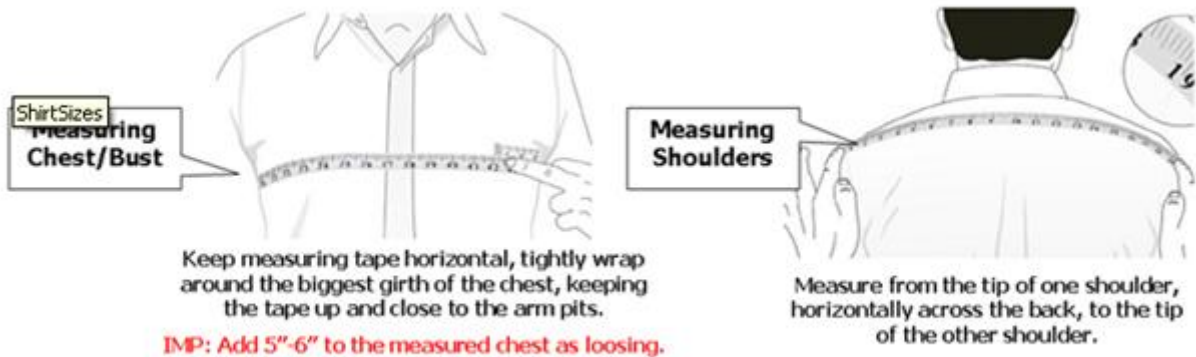
Class	Kg1	Kg2	1	2	3	4	5	6	7	8	9	10	11	12
	16	18	20	22	24	26	28	30	30	32	32	34	36	38

Size*	16	18	20	22	24	26	28	30	32	34	36	38	40	42
Chest	24	27	28	30	30	32	34	36	38	39	41	43	45	46
Shoulder	10	11	12	12.5	13	14	14.5	15	16	16.5	18	18	19	20

\*All measurements are in inches (") and might have a tolerance of +/- 0.5"

Sleeves	13.5	16	17	18	19	20	22	22.5	24	24	25	25
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#### How to take measurements



Keep your arm straight at your side, measure from the outer edge of your shoulder seam over your elbow down to the first knuckle of your little finger.

#### STITCHING DETAILS

- 1) FRONT OPEN BASIC SHIRT
- 2) BACK WITH SHIRT YOKE
- 2) ONE PATCH POCKET ON LEFT SIDE HAVING SOUTH MCD LOGO
- 3) SHIRT COLLOR
- 4) 5-6 BOTTONS DEPENDS ON SIZE
- 5) PLAIN SHIRT SLEEVE (FULL) WITH CUFF AND PLACKET

## CHAPTER – 4

### Form of Price Schedule

{To be printed on the Letterhead of the Applicant / bidding Firm or Lead Member in case of Consortium of Firms as the partner responsible for the joint venture, including full postal address, telephone, faxes and e-mail address}

Date:.....

To

**Director (Edu.),**

South Delhi Municipal Corporation,

23<sup>rd</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road

Delhi - 110002

Madam/ Sir,

Sub: **Financial Proposal Submission - Engagement of a Supplier by South DMC for supply of Stitched School Uniforms to primary schools of South DMC**

Pursuant to the Notice Inviting Offer cum RFP document No. .... dated ..... issued by the South DMC, Delhi for and on your behalf, I/we hereby submit my/ our Financial Proposal/ offer for the captioned subject for a period of 2 calendar years commencing from the date of execution of the contract, in respect of the **"Supply of stitched School Uniforms to the student of primary schools of South Delhi Municipal Corporation"** in response to and complying with the Request for Proposal ("**RFP**") Document issued by the South DMC.

1. I/We have thoroughly read and understood the Terms and Conditions of the said RFP document for being appointed as your preferred Bidder/ supplier for the aforesaid purposes and Terms and Conditions of the contract which in token thereof have been signed by me/ us and I/We hereby agree to duly abide by them.
2. Being duly authorised to represent and act on behalf of ..... and having reviewed and fully understood all the requirements of proposal submission provided vide the RFP document dated ..... pertaining to supply of stitched School Uniforms to the student of primary schools of South Delhi Municipal Corporation we hereby provide our Financial Proposal.
3. My/ Our financial proposal/ offer for Supply of stitched School Uniforms to the students of primary schools of South Delhi Municipal Corporation in compliance with the requirements of the RFP document shall be as follows:

<b><u>For Boys (Summer Uniform):</u></b>		
<b>S. No.</b>	<b>ITEM</b>	<b>Cost per unit (irrespective of the size involved)</b>
1.	Half Sleeve Shirt	
2.	Half pant	
	<b>Total</b>	
<b><u>For Boys (Winter Uniform):</u></b>		
1.	Full Sleeve Shirt	
2.	Trouser	
	<b>Total</b>	
<b><u>For Girls (Summer Uniform)</u></b>		
<b>S. No.</b>	<b>ITEM</b>	<b>Cost per unit</b>
1.	Round Neck Tunic	
	<b>Total</b>	
<b><u>For Girls (Winter Uniform)</u></b>		
1.	Full Sleeve Shirt	
2.	Skirt	
	<b>Total</b>	
	<b>GRAND TOTAL</b>	

4. We also agree to make the following payments upon issue of Letter of Intent (LOI) by the South DMC and prior to signing of the Contract for the supply of the Stitched School Uniforms: "Performance Security" in form of demand draft and unconditional and irrevocable bank guarantee issued by a nationalised bank.

We understand that as per the terms of the Contract to be executed, this Project shall be undertaken as per the standards and specifications mentioned in the Contract and in compliance with the other requirements stated in the RFP documents (including the draft Contract Agreement).

We acknowledge and agree to submission of an unconditional proposal.

The names and addresses of the Partners/Directors of my/our Firm are as follows:

Name  
email

Address/ Phone/ fax/

1.

2.

3.

A copy of our Deed of Partnership duly certified as true is enclosed. This offer is made by our Firm/ Private/ Public Limited Company/ Joint Venture registered under The Companies Act 1956 and its registered office is situated at ....., phone and fax ..... email..... A copy of the print of Memorandum and Articles of Association of our venture duly certified as true is enclosed.

Your Faithfully,

For and on behalf of :

Signature and Date :

(Authorised Representative and Signatory)

[Authorised Signatory]

[Designation of Signatory]

[Common Seal]

## **CHAPTER – 5**

### **CONTRACT FORM**

#### **[Non-judicial Stamp Paper of Rs. 100]**

#### **SUPPLY AGREEMENT**

This agreement for supply of stitched school uniform (hereinafter referred to as the "**Agreement**") is made and executed at New Delhi on this [\_\_\_\_] day of [\_\_\_\_] of [\_\_\_\_] ("**Effective Date**").

#### **BY AND BETWEEN**

**South Delhi Municipal Corporation**, a statutory body constituted and governed by the Delhi Municipal Corporation Act, 1957, having its office at 15<sup>th</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi - 110002 and acting through its authorized representative Director, Education Department (hereinafter referred to as the "**SOUTH DMC**" which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators and assigns);

#### **AND**

[\_\_\_\_], a [company] / [partnership] validly incorporated / organised and registered under the [laws of [\_\_\_\_]] with its [registered/corporate/head office] situated at [\_\_\_\_] and acting through its authorized representative \_\_\_\_\_ (hereinafter referred to as the "**Supplier**", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators and permitted assigns).

The South DMC and the Supplier shall hereinafter be individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

#### **WHEREAS**

- A. The South DMC is a statutory body created under the provisions of the Delhi Municipal Corporation Act, 1957 ("hereinafter the "**DMC Act**") and amongst other functions as required to be undertaken under the DMC Act runs, operates and manages primary schools covered under its jurisdiction.
- B. South DMC needs to provide stitched school uniforms (hereinafter referred to as "**Products**" and more specifically described in Clause 2) to the students of the primary schools ("**Students**") covered under its jurisdiction.
- C. South DMC has selected supplier(s) to provide the Products to the Students, and for this purpose, the South DMC had floated a tender vide Notification dated \_\_\_\_\_ having Sl. No. \_\_\_\_\_ ("**Tender**") for inviting offers/bids from the interested parties for providing of the Product.
- D. The Supplier has sufficient resources and capacity to provide Products to the Students and had therefore participated in the aforesaid competitive bid. The

Supplier had among others submitted its proposal bearing ref. No [\_\_\_\_] dated [\_\_\_\_] ("**Proposal**").

- E. The South DMC upon carrying out the due process of scrutiny of all the proposals received from the various Suppliers, accepted the Proposal and issued its letter of intent bearing ref. No [\_\_\_\_] dated [\_\_\_\_] ("**LoI**") on the Supplier, a copy of which is provided at **Annexure 1** to this Agreement, confirmed the acceptance of the Supplier's bid and awarded the bid to the Supplier to provide Products to the Students.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:**

**1. TERM**

The term of completion for undertaking the obligation under this Agreement shall be 2 (two) calendar years from the Effective Date.

**2. PRODUCTS**

The Supplier shall be responsible for the supply of the following in accordance with the terms and conditions of this Agreement for each calendar year of the Term:

- (i) Stitched School Uniform for the summer season ("**Summer Uniforms**");
- (ii) Stitched School Uniform for the winter season ("**Winter Uniforms**")

**3. STANDARDS AND SUBMISSION OF CERTIFICATES**

- 3.1 The Product supplied under this Agreement shall conform to the standards mentioned in the technical specifications ("**Specifications**") as provided in **Chapter 4** of the Tender.

- 3.2 The Supplier shall provide the certificate with respect to the conformity of the Products with the Specifications at each of the following stages:

- (a) **Manufacturing**: During the manufacturing of the original long cloth, the successful Bidder shall get the cloth certified as per the Specifications mentioned herein;
- (b) **Factory test**: Upon completion of the stitching, any part of the Products shall also be tested and certified by the competent labs as per the Specifications provided herein;
- (c) **Storehouse test**: After the delivery of the Products to the central warehouse as designated by South DMC herein, the certification would be required concerning the stitched uniforms received at the Central Warehouse; and

- 3.3 **Subsequent test**: The South DMC reserves its rights to call upon the Supplier to provide a certification with respect to any part of the Products at any time during the subsistence of this Agreement. The certificates required under clause 3.2 (a), (b) and (c) shall be obtained from the laboratory instructed by South DMC out of those specified by the Supplier in its Proposal. Further, South DMC shall have the right to seek certification

from any laboratory with respect to certification of the Products regarding conformance with the Specifications.

#### **4. PERFORMANCE SECURITY**

The Supplier has submitted a performance security of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ ) in the form of demand draft of \_\_\_\_\_ Bank bearing number \_\_\_\_\_ dated \_\_\_\_\_ and irrevocable and unconditional Bank Guarantee of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) dated \_\_\_\_\_ bearing No. \_\_\_\_\_ issued by \_\_\_\_\_ Bank before the Effective Date.

#### **5. DELIVERY PERIOD AND CONFIRMATION**

- 5.1 After the Effective Date, the Products shall be delivered to South DMC at central warehouses located in each of the zones or as otherwise as intimated by South DMC in writing ("**Central Warehouse**") and more specifically provided in the Purchase Order issued by South DMC in the form specified in Tender and as per the terms of this Agreement.
- 5.2 The Products shall be supplied in lots of \_\_\_\_\_ number of Products with each lot having stitched uniforms of all sizes for classes 1 to 5 for both girls and boys ("**Lot**"). Each Lot shall further consist of sub-lots with each sub-lot of a particular size for either girls or boys properly labelled - containing the following details:
- (i) Size of the Products;
  - (ii) Colour of the Products;
  - (iii) Part of the Products i.e whether consists of half shirt or half pant or tunic;
  - (iv) Quantity contained in such boxes which is a part of the consignment; and
  - (v) Certification dates with respect to such Products
- 5.3 The supply of the Products at the Central Warehouse shall be completed within 60 (sixty) days from the issue of the Purchase Order with respect to the Products. Provided South DMC may at its discretion amend the aforesaid period of delivery of the Products if requested by the Supplier in writing on valid in cogent reasons.
- 5.4 The delivery period should be adhered to by the Supplier. The supply shall actually be deemed to have been completed on the actual date of delivery at the Central Warehouse and shall be subject to the distribution of the Products to each of the Students.
- 5.5 Subsequent to the receipt of delivery of the Lots at the Central Warehouse, and undertaking the confirmation tests as per the terms of this Agreement, the South DMC shall provide an acceptance letter to the Supplier with respect to the clearance of the Products.
- 5.6 Only after completion of tests and after receipt of report found fit, the delivery of goods in the respective schools shall be permissible from Ware Housing of each zone by the contractor. The said delivery shall be made by the contractor in each school of SDMC only. The contractor has to deliver goods to the individual students at its own under the supervision of Principal of the School. The claim of payment against delivery of goods will be permissible only after 90% delivery is made within a period of 60 days of complete delivery of goods is made, whichever is earlier. A certificate of school Principal in this behalf shall be accompanied with the claim so made by the contractor.



## **6. PAYMENT**

- 6.1 The Supplier has quoted the bid amount in the Proposal. After negotiation and discussion the total value of the product to be supplied by the contractor is Rs. \_\_\_\_\_ ("**Contract Amount**") and South DMC has agreed to receive the Products at the said Contract Amount.
- 6.2 The Contract Amount shall be released in the proportion of Products delivered to the Central Warehouse and certified by the laboratory and subsequent intimation of the acceptance of the Products to the Supplier by the South DMC. The Supplier shall issue appropriate bill upon South DMC for the payment after receipt of acceptance letter from South DMC as specified in clause 5.6 hereinabove.
- 6.3 South DMC will release the payments directly to the Supplier by way of demand draft or cheque/RTGS payable at par, within 21 days of the receipt of the bill from the Supplier.
- 6.4 No payment shall be released by the South DMC in the event of failure to provide any of the certificates referred to in Clause 3.2(a), 3.2(b) or failure in case of certification under clause 3.2(c) and/or prior to the receipt of the Products by the Students.
- 6.5 No advance payment will be made.

## **7. RIGHT TO RETURN**

- 7.1 After receipt of supply at warehouse, the Product shall be lab tested by South DMC from authorized and reputed lab and the testing charges will be borne by the Supplier. In case the supply is found inferior to the Specifications, the Lot containing the inferior quality of the tested sample shall be rejected. The Supplier shall take back the Lot at his own cost and replace it with fresh stock of the Products in accordance with the correct Specifications within 10 days of the receipt of the written intimation by South DMC, which will be accepted only after a fresh lab test at the Supplier's cost. In case the Supplier fails to give or to replace the supply as per Specifications, the Performance Security will be forfeited, besides Termination of the Agreement and blacklisting of the Supplier. The required Product will be purchased from other sources and the difference of excess cost will also be borne by the Supplier.
- 7.2 The South DMC also reserves the right to return the Lot consisting of any Product against which a complaint is received from any of the Students and it is ascertained that there was a manufacturing or stitching defect in the Product.
- 7.3 In case of any excess quantity of Products remaining with the South DMC after the distribution of the Products to the Students, the Supplier shall take appropriate steps to seek a return of the remaining portion of the Products.

## **8. CANCELLATION**

- 8.1 South DMC reserves the right to cancel the supply of the Product or any part supply thereof in case of happening of the following events:-

- (i) If any of the part of the Product submitted by the Supplier does not meet the Specifications and are not found acceptable as per the sample submitted with the Proposal.
  - (ii) Failure of the Supplier to commence the supply as per schedule delivery period
- 8.2 If the rejected material is not replaced / lifted by supplier at his risk and cost and lying with South DMC for a period of 15 days from the date of receipt of communication from the department to the supplier, then he has to pay rent of the place designated by South DMC for storage of the said material which would be decided, by the Director (Edn.). If even after 30 days, the supplier fails to lift the rejected material, the Director (Edn.) has the right to auction the material without any notice to the supplier and the amount so realized will be deposited in Municipal Treasury and the supplier will have no right to claim any compensation / damages in this regard.
- 8.3 In case of cancellation of the supply as per clause 8.1 above, the balance material will be procured from open market and the difference of cost, if any, will be recovered from the pending bill / Performance Security of the Supplier, besides forfeiture of the entire Performance Security and other punitive actions including blacklisting of the Supplier.

## **9. OBLIGATIONS OF THE SUPPLIER**

- 9.1 The Supplier shall provide with the complete list of the Products along with quantities supplied to the Warehouse.
- 9.2 When some latest technology or equivalent is introduced with respect to the Products during the performance of its obligations under this Agreement, the Supplier shall offer the same to the South DMC on the agreed payment under this Agreement.
- 9.3 The Supplier shall provide the complete report of the details of the Product supplied to the Central Warehouse.
- 9.4 The Supplier shall ensure sufficient supply of quantity of the Products of all sizes in sufficient number in order to complete the objective under this Agreement.
- 9.5 The Supplier understands that time is the essence of this Agreement and shall therefore, perform its obligations in a time bound manner as specified in the purchase orders. Any failure to do so shall be viewed strictly and liquidated damages shall be levied as per clause 11.1.
- 9.6 Any existing obligations under a purchase order shall not be effected by any dispute between the Parties and the Supplier shall continue to perform its obligations under this Agreement.

## **10. WARRANTIES**

- 10.1 The Supplier hereby represents and warrants to the South DMC that as of the Effective Date:
- (i) it is validly existing and in good standing under the extant laws and is qualified to do business as contemplated herein and is in good standing in all places where necessary in the light of the business it

conducts and properties it owns and to perform its obligations hereunder and to carry out the acts and activities contemplated to be carried out by it hereunder;

- (ii) the execution, delivery and performance of this Agreement and payment of Security Deposit, have been duly authorised by the Supplier and its respective board of directors and by all other necessary corporate action (in case of a company);
- (iii) the execution of this Agreement by the Supplier is not in conflict or does not infringe any third party rights.
- (iv) there are no proceedings pending, or to the best of its knowledge, threatened for the liquidation of the Supplier or that could materially adversely affect the performance by the Supplier of its obligations under this Agreement;
- (v) this Agreement and the Contract Performance Security constitute legal, valid and binding obligations of the Supplier, enforceable against the Supplier in accordance with their terms, except to the extent that their enforceability may be limited by bankruptcy, insolvency or any other similar laws affecting the rights of creditors generally or by general principles of equity;
- (vi) the execution, delivery and performance of the Agreement shall not conflict with, result in the breach of or constitute a default or violation under any of the terms of its constitutional documents including applicable memorandum and articles of incorporation or the by-laws of the Supplier under laws applicable to its business;
- (vii) no consent, approval, authorisation, order, registration or qualification of, or with, any court or regulatory authority or other governmental body having jurisdiction over the Supplier, the absence of which would adversely affect the legal and valid execution, delivery and performance by the Supplier of this Agreement or the documents and instruments contemplated hereby or the taking of any actions by the Supplier contemplated herein, is required;
- (viii) the Supplier has the necessary expertise, experience and capability including sufficient and competent work force to provide the Product efficiently and expeditiously in accordance with this Agreement;
- (ix) the representations and warranties as specified herein shall continue to be valid and subsisting till the expiry of this Agreement.

## **11. DELAY IN THE SUPPLIER'S PERFORMANCE & LIQUIDATED DAMAGES:**

11.1 Any delay by the Supplier in the performance of its delivery obligations shall render him liable to any or all of the following:-

- (i) In case of non/partial supply within stipulated period, the Parties agree that the Supplier shall be liable to pay liquidated damages not

amounting to penalty to the South DMC calculated at the following rate:

**Liquidated Damages** = For every day of delay in completing the targets as per clause 5 and the Purchase Order above, liquidated damages shall be levied at the rate of 0.5% of the total cost of the remaining quantities of the Product to be supplied as per the Purchase Order on a per day basis subject to a maximum of 10% of the total amount payable by South DMC to the Supplier under this Agreement.

The total amount payable by South DMC shall be calculated in the following manner:

**Total amount payable by South DMC under a Purchase Order**= Cost per Unit (multiplied by) No. of Students

The calculation as contained herein shall only be for the purposes of calculation of Liquidated Damages and shall not be used for any other purpose.

- (ii) Such Liquidated Damages, without prejudice to any means of recovery by South DMC, may be deducted from the Performance Security of the Supplier.

11.2 The Supplier hereby acknowledges and agrees that the damages payable by it as set forth in this Agreement is mutually agreed between the Parties and is based on a genuine pre-estimate of loss and damages likely to be suffered and incurred by the South DMC and are not imposed by way of penalty.

## **12. STANDARD OF PERFORMANCE**

12.1 The Supplier shall carry out the supply order and carry out its obligations under the Agreement with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry. He shall also adhere to professional implementation and supply services during the execution of the project.

12.2 It shall employ appropriate advanced technology and shall always act in respect of any matter relating to this Agreement, as faithful advisors to the South DMC and shall, at all times, support and safeguard the SOUTH DMCs legitimate interests in any dealings with the third party.

## **13. INSPECTION**

South DMC or its representatives shall have the right to inspect/test the Products for their conformity to the ordered Specifications as per the Tender. The Supplier shall provide all reasonable facilities and assistance to the inspector/ officer concerned at no charge to the South DMC. In case any inspected or tested portion of the Products fail to conform to the Specifications, South DMC may reject such Products or part thereof and the

Supplier shall either replace the rejected Products or make all alterations necessary to meet Specifications required at its own cost.

**14. TAXES AND DUTIES:**

The Supplier shall be entirely responsible for all taxes, levies, cess octroi, duties license fees, and other such taxes incurred until delivery of the Products to the Central Warehouse.

**15. SUSPENSION:**

The South DMC may by a written notice of suspension to the Supplier, suspend all payments under this Agreement, if the Supplier fails to perform any of its obligation under this Agreement specifying the nature of the failure and requesting the Supplier to remedy such failure within 15 (fifteen) days of the date of receipt of such notice of suspension by the South DMC.

**16. TERMINATION**

**16.1 Termination For Default:**

Notwithstanding anything contained herein, if the Supplier fails to comply with the terms and conditions here in provided, South DMC may, without prejudice, to any other remedy for breach of this Agreement, by written notice of default sent to the Supplier, terminate the Agreement and forfeit the Performance Security if:

- (i) The Supplier fails to deliver any or all of the obligations within the time period(s) specified in the Agreement, or any extension thereof granted by the South DMC or failure to remedy the breach as per Clause 15.
- (ii) The Supplier fails to perform any other obligation(s) under the Agreement.

**16.2 Termination For Insolvency**

The South DMC may at any time terminate the Agreement by giving written notice to the Supplier without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the South DMC.

**16.3 Termination For Convenience**

The South DMC may by written notice sent to the Supplier, terminate the Agreement, in whole or part at any time for convenience. The notice of termination shall specify that termination is for South DMC's convenience, the extent to which performance of work under the Agreement is terminated, and the date on which such termination becomes effective.

**17. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

The Supplier and their personnel shall not, either during the term or after expiration of this Agreement, disclose any proprietary or confidential information relating to the services, contract or the South DMC's business or operations without the prior written consent of the South DMC.

## **18. FORCE MAJEURE:**

- 18.1 Notwithstanding the provisions of the Tender, the Supplier shall not be liable for any default on account of and to the extent that, its delay in performance and other failure to perform its obligations under this Agreement is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. However, Force Majeure shall not in any case include rise in input costs.
- 18.2 If a Force Majeure situation arises, the Supplier shall promptly notify South DMC in writing of such conditions and the cause thereof. Unless otherwise directed by the South DMC in writing, the Supplier shall continue to perform its obligations under the Agreement as per reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. South DMC may terminate this Agreement, by giving a written notice of minimum 30 days to the Supplier, if as a result of Force Majeure, the Supplier is unable to perform a material portion of the obligations under this Agreement for a period of more than 60 days. The South DMC shall not be liable for any loss or damage suffered by the Supplier due to any Force Majeure.

## **19. INDEMNIFICATION**

- 19.1 The Supplier agrees to indemnify and hold South DMC harmless from and against any and all damages, losses, liabilities, obligations, claims of any kind, interest, cost, fee, or expenses of any nature whatsoever (including, but not limited to attorneys' fees and expenses) suffered, incurred or paid, directly or indirectly by South DMC, as a result of or in connection with or arising out of the following:
- (i) any breach by the Supplier of any of its respective covenants or obligations contained under this Agreement, including breaches of its obligations under any sub contract arrangement entered into by the Supplier to execute or carry out any of the supplies;
  - (ii) any failure by the Supplier to make payment of wages or other amounts due to its employees/personnel or non compliance with any of its legal or statutory obligations under this Agreement;
  - (iii) claims or sanctions or penalties imposed by any authority for any failure by Supplier or any of its officers, directors, employees, servants or agents to comply with any applicable laws;
  - (iv) any and all claims, losses, damages arising out of breaches of any third party with respect to any intellectual property rights; and
  - (v) any and all losses arising out of or incurred by reason of any material inaccuracy in any representation, warranty or covenant of the Supplier set forth in this Agreement.
- 19.2 The obligations of the Supplier under this Clause 19 shall survive the termination of this Agreement.

**20. ASSIGNMENT**

The Supplier shall not assign or sub-contract this Agreement or any of the rights, duties or obligations of the Supplier hereunder, except with prior written consent of South DMC.

**21. WAIVER**

No delay or omission to exercise any right, power or remedy accruing to South DMC upon any breach or default of the Supplier under this Agreement shall impair any such right, power or remedy of South DMC nor shall it be construed to be a waiver of any such breach or default or an acquiescence therein. Any waiver, permission, consent or approval on the part of South DMC in respect of any breach or default under this Agreement or any provisions or condition of this Agreement must be in writing and shall be effective only to the extent mentioned in such writing specifically set forth.

**22. AMENDMENT**

No amendment of any term or provision hereof shall be effective unless made in writing and signed by the Parties hereto.

**23. PARTIAL INVALIDITY**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity nor enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired thereby, and the Parties hereto further agree that they shall mutually substitute for the part/s held to be illegal, invalid or unenforceable, lawful provisions so as to give effect to the original intent of this Agreement

**24. OVERRIDING EFFECT**

This Agreement and any other documents attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto including the Tender and LoI, and supersede all oral negotiations and prior writings in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any agreement or documents attached hereto or referred to herein, then in such event, the terms, conditions and provisions of this Agreement shall prevail.

**25. DISPUTE RESOLUTION & JURISDICTION:**

This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and the Parties hereby agree to submit to sole and exclusive jurisdiction of the Courts in Delhi in respect of all matters arising out of or in relation to this Agreement. The Parties also agree that no other court except the Courts in Delhi shall have the jurisdiction in respect of all matters arising out of or in relation to this Agreement.

**26. RFP AS PART OF THIS AGREEMENT**

Unless expressly modified herein the terms of the Tender and any amendments thereof shall be considered to be a part of this Agreement.

**27. COUNTERPARTS**

This Agreement may be executed in two or more counterparts which taken together shall constitute one and the same agreement.

***[signature page follows]***



**IN WITNESS WHEREOF, the Parties have hereunto set their respective hands on this Agreement on the day and year first above written, in the presence of the following witnesses:**

Signed for and on behalf of:  
of:

Signed for and on behalf

**SOUTH DMC**

**(Supplier)**

By:

By:

Authorized Representative

Authorized Representative

in the presence of:

in the presence of:

## **Chapter – 6: Other Standard Forms**

This Chapter contains the form of documents which are required to be utilized by the Applicant/Bidder and the South DMC during submission of the Bid and after execution of the Contract.

### **Annexure – 1** **Bid Proposal Sheet**

Bidder's Proposal Reference No. & date :

Bidder's Name & Address :

Person to be contacted :

Designation :

Telephone No.

Telex No.:

Fax No.:

To

Director

(Education Department)

South Delhi Municipal Corporation

23<sup>rd</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre,

Minto Road, New Delhi-110002

Subject: For supply of Stitched School Uniform to students of Primary Schools of the South Delhi Municipal Corporation.

Dear Sir,

1.0 I/We, the undersigned Bidders, having read and examined in detail the specifications and all bidding documents in respect of supply of stitched school uniforms do hereby propose to provide the same as specified in the bidding document.

2.0 PRICE AND VALIDITY

2.1 The prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the last date for submission of bids.

2.2 I/We do hereby confirm that our bid prices include all taxes, cess, sale tax / VAT, transit insurance, packing and forwarding charges, duties / levies and all other charges including Income Tax.

2.3 I/We have studied the Clauses relating to valid Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

3.0 EARNEST MONEY

I/We have enclosed the required earnest money in the form of Bank Draft No. \_\_\_\_\_ dt. \_\_\_\_\_ drawn \_\_\_\_\_ in Bank \_\_\_\_\_ in the pre-Qualification bid envelope.

4.1 BID PRICING

I/We further declare that the prices in our proposal are in accordance with your terms & conditions in the bidding documents.

4.2 QUALIFYING DATA

I/We confirm having submitted in qualifying data as required by you in your bid document. In case you require any further information/documentary

proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

4.3 PERFORMANCE SECURITY

I/We hereby declare that in case the contract is awarded to us, we shall submit the Performance Security in the form of demand draft issued by a scheduled bank and bank guarantee in the ratio of 50:50 as per terms of bid document.

4.4 I/We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

4.5 Bid submitted by us is properly sealed, signed and prepared so as to prevent any subsequent alteration and replacement.

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

Thanking you,

Yours faithfully,

(Signature)

Date:

Name:

Place:

Designation:

Business Address:

Seal

**Annexure – II**  
**Form for providing the Qualifying Data**  
**PARTICULARS OF BIDDER & MANUFACTURER**

BIDDER'S PARTICULARS FOR BID NO.: \_\_\_\_\_

1. Name of the Bidder : \_\_\_\_\_

2. Address of the Bidder : \_\_\_\_\_

: \_\_\_\_\_

3. Year of Establishment : \_\_\_\_\_

4. Annual turnover of the firm for the last: \_\_\_\_\_

3 (three) successive financial years. -----

(year wise detail should be given) -----

5. Details of certificates/purchase : \_\_\_\_\_

orders in support of experience : \_\_\_\_\_

6. EMD details : \_\_\_\_\_

7. Bidder's proposal number & date : \_\_\_\_\_

\_\_\_\_\_

8. ISO Certification details. : \_\_\_\_\_

9. Sales Tax/ VAT detail : \_\_\_\_\_

10. PAN number & details : \_\_\_\_\_

11. Details of Composite Mill certificate : \_\_\_\_\_  
issued by Govt. of India : \_\_\_\_\_

12. Details of processing capacity and : \_\_\_\_\_  
certificate : \_\_\_\_\_

13. List of four laboratories proposed : \_\_\_\_\_  
for certification : \_\_\_\_\_

14. Name & address of the officer : \_\_\_\_\_  
who shall be the contact point \_\_\_\_\_  
regarding this bid

Telex

Telephone

Fax No.

As of the date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Company Seal

(With name & designation  
of the person signing the bid)

**Witness:**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

### **Annexure III: Memorandum of Understanding**

(To be executed by and between the Consortium Members, as applicable on Requisite Non-Judicial Stamp Paper of Rs. 100/-)

Applicant / Bidder is required to enter into a MoU with each of the relevant consortium members. The bidding entity has the flexibility to follow any format for the MoU. However, the MoU should at least cover the following: -

- Nomination and agreement of Lead member by each of the other consortium member(s)
- Roles of each member of the consortium
- Equity participation commitment by each member of the consortium and total Shareholding pattern
- Mechanism for decision making in the JV company and dispute resolution
- Validity period of the MoU

## **Annexure – IV: Letter of Intent**

### **Form of Letter of Intent**

**No.....**

Date:.....

To,

**Subject:** RFP document No.../ issued on (date) .../.../... for appointment as preferred Bidder/ Supplier for providing of [Stitched School Uniforms] to the students of primary school of South Delhi Municipal Corporation

**Ref:** We refer to the bid/Technical and Financial Proposal dated \_\_\_ submitted by Bidder/ Firm / Consortium comprising [names of Lead Bidder/Other Members], hereinafter the "**Consortium**", under cover letter bearing reference number [number] dated [Date], in response to the Request for Proposal (RFP) dated \_\_\_ issued by \_\_\_ for implementation of the captioned project.

Madam/ Sir,

This is to inform you that your above mentioned offer for appointment as preferred Bidder/ Supplier for supply of stitched school uniforms to children of primary schools of South Delhi Municipal Corporation ("**SOUTH DMC**") for a period of two calendar years from the date of contract, has been accepted by South DMC on the terms and conditions of contract and forming part of the offer documents submitted by you.

In accordance with the provisions of the RFP, the Preferred Bidder/Supplier shall submit within 15 (Fifteen) days of the date of this Letter of Intent ("**LOI**") or on the date of execution of contract whichever is earlier:

- i) Provision of performance security which shall be subject to retention for a period of six months beyond the term period of the contract in the following forms:
  - (a) Demand draft from a Nationalised bank for a sum of- Rupees [Amount in Words] Only (Rs. [Amount in Figures]/-) in favour of 'Commissioner, South Delhi Municipal Corporation'; and
  - (b) Bank guarantee in the form provided in the RFP document.
- ii) Provide along with the signed copy this LOI as mentioned below along with the name of the authorised signatory for the execution of the contract.

Please note that as per the said Terms and Conditions of contract, if you fail or neglect to complete the contractual formalities within fifteen days of this LOI, then this contract for your appointment as Supplier shall forthwith be automatically terminated and thereupon, without prejudice to any other rights and remedies of the South DMC and the amount of Earnest Money paid by you shall forthwith stand forfeited to the South DMC and the South DMC shall be



entitled to appoint in your place another Supplier at your risk and costs consequences.

Kindly acknowledge receipt of this LOI by signing the duplicate copy of this LOI and returning the same to us. You are requested to do the needful as outlined in this LOI and the RFP document to facilitate the signing of the Contract Agreement for the implementation of the Project.

**For the Commissioner  
SOUTH DMC, Delhi**

Acceptance acknowledgement for and on behalf of Preferred Bidder/ Supplier/  
Lead Member

I/We hereby acknowledge receipt of this Letter of Intent and abide by all said  
Terms and Conditions:

Authorised Signatory:

Seal:

Date:

**Annexure – V: Form of Purchase Order**

To,

Purchase Order No.

\_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Subject:** For supply of Stitched uniform cloth to students of Primary Schools of the South Delhi Municipal Corporation.

**Ref: RFP No.** \_\_\_\_\_ **dated** \_\_\_\_\_, **Letter of Acceptance bearing Sl. No.** \_\_\_\_\_ **dated** \_\_\_\_\_ **and Supply Agreement dated** \_\_\_\_\_

Dear Sir/Madam,

This refers to your acceptance of the Letter of Intent dated \_\_\_\_\_ bearing no. \_\_\_\_\_ with reference to the Tender no. \_\_\_\_\_ quotation ref. by e-mail, dated: \_\_\_\_\_ and subsequent execution of the Supply Agreement dated \_\_\_\_\_, South DMC is pleased to place an order for below mentioned \_\_\_\_\_.

Sl. Nos.	Item	Approximate quantity required per year	Samples Required
1	Supply of Stitched School Uniform for winter/summer for all the primary schools of South DMC.	As per the requirement	Ten per thousand

**Terms & Conditions:**

- 1. Specification & Performance:**-The Stitched School Uniforms will be supplied as per the standard and approved specifications and the Supply Agreement. In case the Stitched School Uniforms as provided is not as per the specifications under the Tender document then immediate action will be taken by you in either rectifying the defects or replacement of materials as the case may be, at your own cost & risk. This condition along with the other terms and conditions of the Supply Agreement shall constitute the essence of this Purchase Order.
- 2. Time:** The performance under this purchase order shall be completed within 60 days.
- 3. Delivery:** Deliveries would be as per delivery schedule given to you under the Supply Agreement and shall be made at a Central Warehouse located in each of the following zones:
  - a) Central zone : [Address of warehouse]
  - b) South Zone: [Address of warehouse]
  - c) West Zone : [Address of warehouse]

d) Najafgarh Zone: [Address of warehouse]

Any change of address of any of the aforesaid warehouses shall be intimated to the Supplier.

- e) **Rates:** Rates applicable shall be as per schedule of rates mentioned in the Supply Agreement.
- f) **Billing:** Bills should be raised to the following: Director, Education Department, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002.
- g) **Payment terms:** You will submit the bills after 15 (fifteen) days of the written approval from the South DMC after distribution of the Stitched School Uniforms for summer/winter by South DMC in the schools as per the Agreement. TDS and any other applicable taxes whether present or arising in future will be deducted as per the Income Tax Act, 1961.
- h) **Mobilization:** You will mobilize enough equipment, manpower and other resources so as to complete the supply as per the targets. The cost of mobilization of your equipment and personnel is deemed to be included in your quoted rates.
- i) South DMC reserves the right to postpone the delivery of the products from the supplier.
- j) Please note that any revision against this Purchase Order will be in writing either through a new purchase order or amendment to this purchase order as agreed between the purchaser and the supplier.
- k) This Purchase Order shall be governed in accordance with the Supply Agreement executed between the Parties.

This Purchase Order is being issued in duplicate. Please sign and stamp the duplicate copy of this Purchase Order and return to us as a token of your acceptance of this Purchase Order.

Thanking you,

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**Director  
Education Department  
South Delhi Municipal Corporation**

All the terms and conditions mentioned hereinabove in this Purchase Order are acceptable to us and we shall abide by these.

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[\_\_\_\_\_]

**[Details of the supplier and signatory]  
Date:**

## **Annexure VI: Performa of Bank Guarantee for Performance Security**

(To be executed on appropriate value of Non-Judicial Stamp Paper of Appropriate value)

**WHEREAS** South Delhi Municipal Corporation, having its office at 23<sup>rd</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002 (hereinafter referred to as the "**Corporation**" which expression shall unless repugnant to the context include its successors in interest and assigns) is executing a supply agreement for providing of school uniforms to students of primary schools of the Corporation bearing reference No. [\_\_\_\_] dated [\_\_\_\_] (hereinafter called the "**Agreement**" which expression shall include all the amendments thereto) at Delhi with [**Name of Preferred Bidder**] having its registered office at [\_\_\_\_] (hereinafter referred to as the "**Supplier**" which expression unless repugnant to the context or meaning thereof, shall include its successors, administrators, executors and permitted assigns) and the Agreement has been signed and accepted by the Supplier at Delhi for performance of obligations, as per such terms defined in the Agreement.

**AND WHEREAS** under the terms of the Agreement, the Supplier is required to submit an unconditional guarantee for the due, punctual, satisfactory and faithful performance of the obligations under Clause 2 of the Agreement.

**AND WHEREAS** the Supplier has accordingly directed us, [**Name and Address of Bank**] to issue this irrevocable and unconditional guarantee and we hereby irrevocably and unconditionally issue this guarantee bearing no. [\_\_\_\_] ("**Guarantee**") for the benefit of and in favour of the Corporation for the purposes stated herein on the terms set forth hereunder.

For the purpose of this Guarantee, capitalised terms used herein but not otherwise defined herein shall have the respective meaning ascribed to such terms under Agreement.

### **NOW THEREFORE THIS GUARANTEE WITNESSETH AS UNDER**

1. We as the guarantor hereby unconditionally and irrevocably guarantee and undertake to promptly pay to the Corporation the amount of Rs. ....../- (Rupees ..... ) pursuant to, under or in accordance with the provisions of the Agreement.
2. We as the guarantor hereby unconditionally and irrevocably guarantee and undertake, without any reference to Supplier or any other person and irrespective of, or notwithstanding, the fact that any dispute is pending between the Corporation and the Supplier before any court, tribunal, expert, arbitrator or similar proceedings relating thereto, to pay all amounts due and payable under this Guarantee without any demur or protest, merely on a first written demand from the Corporation to the effect that such amount is due to the Corporation from the Supplier in accordance with the terms of Agreement. Any such demand made on us, the guarantor, shall be conclusive, absolute and unequivocal as regards the amount due and payable by us as guarantor under this Guarantee.
3. This Guarantee is for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_). Such sum will be paid within 24 hours of raising of such written demand free and

clear of and without any deduction for or on account of taxes, levies, import duties, charges, fees, or withholding of any nature whatsoever and by whomsoever imposed, irrespective of and, notwithstanding reservation, protest, demur, delay or reference to the Supplier and any dispute or demand to the contrary made/raised by the Supplier.

4. We agree and undertake that upon any default, whatsoever by the Supplier in performing, meeting or otherwise complying with its obligations in accordance with the terms of Agreement, the Corporation may invoke this Guarantee at any time as it deems fit and/or appropriate in its sole discretion, without giving any opportunity of recourse to the Supplier. The Corporation shall, at all times, have the absolute and unconditional right to call upon this Guarantee at any time it is convinced, at its sole discretion, that there has been a breach or failure on the part of the Supplier or its agents to fulfil or meet any of obligations under the terms of Agreement.
5. We further undertake and agree that we as primary obligor and not merely as surety or guarantor of collection, shall make payment to you of any amount you may claim (by one or more claims) up to but not exceeding the amount of Rs. 80,00,000/- (Rupees Eighty Lac only). Immediately upon demand being made, as aforesaid, without in any manner referring to, or seeking consent of or instructions from the Supplier and without in any manner, explicitly or by conduct, issuing notice of our intent to honour our commitment under this Guarantee or on the issue of any instructions to the contrary issued by the Supplier.
6. Any demand made by the Corporation on us shall be conclusive and binding notwithstanding any difference between the Corporation and the Supplier or any dispute pending before any court, tribunal, arbitrator or any other authority or any instructions, letter contrarily issued by the Supplier.
7. We agree that Guarantee herein contained shall be irrevocable and shall continue to be in force and enforceable till it is specifically discharged by the Corporation by issuance of a letter/certificate to such effect. No periodic renewal by the Corporation shall be necessary.
8. We acknowledge that the Corporation shall have the fullest liberty to extend the time for performance of the Agreement by the Supplier, or vary, from time to time, the terms of the Agreement and such variation shall not in any way affect our liability under this Guarantee. We also acknowledge that the Corporation shall have the fullest liberty, to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Supplier and to seek compliance by the Supplier of any covenants contained or implied in the Agreement between the Corporation and the Supplier, or any other course or remedy or security available to the Corporation.
9. We further agree that the Corporation, at its option, shall be entitled to enforce this Guarantee against us, without in the first instance proceeding against the Supplier or making any demand upon the Supplier to pay, and notwithstanding any security or other guarantee that the Corporation may be possessed of in relation to the Supplier's liabilities, either in relation to

this Contract or otherwise, and our liability to make unconditional payment under this Guarantee on demand by the Corporation shall not be affected or diluted and shall remain valid, enforceable and unaltered.

10. We further agree that for the purpose of this Guarantee any notice issued to us by the Corporation and the amount claimed in such notice as being payable by the Supplier to the Corporation shall be deemed to be correct and shall not be disputed or questioned by us but shall be paid in the manner stated herein. We confirm that no proof of any amounts due to you under the Agreement is required to be provided to us in connection with any demand by you for payment under this Guarantee.
11. We further agree that this Guarantee shall not be affected by any change in our constitution or that of the Supplier or the Corporation.
12. We further undertake not to revoke this Guarantee during the period of its validity viz., till the Corporation discharges us, in writing, as aforesaid, notwithstanding any dispute, difference between the Supplier and ourselves and our bankers' lien, either general or particular, in relation to the Supplier shall not include the amount guaranteed to the Corporation under this Guarantee.
13. We hereby waive notice of any action taken or omitted in reliance hereon, of any default under the Agreement and any presentment, demand, protest or notice of any kind.
14. For the avoidance of doubt, our obligations as guarantor hereunder:
  - (a) are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Agreement or the insolvency, bankruptcy, re-organisation, dissolution, winding up or liquidation of the Supplier or any change in the constitution of the Corporation or of the Supplier or any other circumstances whatsoever which might otherwise constitute a defence or discharge of a guarantor or surety;
  - (b) shall constitute a present and continuing guarantee of payment and performance of the obligations under the Agreement;
  - (c) shall not be affected by the existence of or release or variation of any other guarantee of or security for any of the Supplier's obligation under the Agreement;
  - (d) shall not be affected by your failure to timely pay or perform any of your obligations under the Agreement or any waiver of any of such obligations;
  - (e) shall not be affected by any failure or delay in payment of any fee or other amount payable to us in respect hereof;
  - (f) shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of the Supplier's payment obligations under the Agreement;
  - (g) shall not be affected by any failure, omission or delay on your part to enforce, assert or to exercise any right, power or remedy conferred on you in this Guarantee or any such failure, omission or delay on your part

in which may in any manner affect the Supplier's obligations under the Agreement;

- (h) shall not be affected by any act, omission, matter or thing which, but for this clause (h), would reduce, release or prejudice us from any of the obligations under this guarantee or prejudice or diminish the obligations in whole or in part; and
- (i) the above obligations, covenants, agreements and duties shall not be subject to any counter-claim, cross-claim, set-off, deduction, withholding, diminution, abatement, re-coupment, suspension, deferment, reduction or defence for any reason whatsoever and we shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of our obligations, covenants, agreements and duties hereunder for any reason whatsoever.

- 15. This Guarantee shall be governed by and construed in accordance with the laws of India. We irrevocably submit to the exclusive jurisdiction of the courts at Delhi for the purposes of any suit, action or other proceeding arising out of this Guarantee or the subject matter hereof brought by you or your successors or assigns.
- 16. The proceeds of this Guarantee may be assigned by you without our approval and upon such assignment we agree to provide acknowledgement thereof on such terms as you may reasonably require. This Guarantee shall not be assigned or transferred by us.

Notwithstanding anything contained herein, this unconditional and irrevocable Guarantee shall be valid up to [\_\_\_\_].

IN WITNESS WHEREOF, we have caused this Guarantee to be executed by one or more of our officers thereunto duly authorised on this [\_\_\_\_] day of [\_\_\_\_] 2014.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME AND DESIGNATION \_\_\_\_\_

ADDRESS/PHONE OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

NAME OF THE WITNESS \_\_\_\_\_

**MODEL FORM EARNEST MONEY (GUARANTEE)**  
**BANK GUARANTEE BOND**

1. In accordance with the request for proposal (RFP) issued by South Delhi Municipal Corporation (thereinafter called "SDMC") having to \_\_\_\_\_ (hereinafter called "the said contractor(s)") for the work \_\_\_\_\_ having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) as Earnest Money from the contractor (s) for compliance of his obligations in accordance with the terms & conditions as stated in the said RFP. We, \_\_\_\_\_ (indicate the name of the Bank) (hereinafter referred to as 'The Bank') hereby undertake to the pay to the SDMC an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) on demand by the SDMC.
2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due to payable under this guarantee without any demur, merely on a demand from the SDMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only).
3. We, the said bank further undertake to pay to the SDMC any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period in which the bids submitted by the contractor(s) shall be valid and that it shall continue to be enforceable till all the dues of the SDMC under or by virtue of the subject bids have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the SDMC certifies that the terms and conditions of the said RFP have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
6. We, \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the SDMC in writing.
7. This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by SDMC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.  
Date the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of Bank).