

GREATER HYDERABAD MUNICIPAL CORPORATION: HYDERABAD

Tender Document



Tender No.: 05/SE(SWM)/GHMC/2021-22 Dt: 09.09.2021

**Name of the Work:** Procurement of 5,00,000 no's. of 3- ply Disposable masks (with nose pin)

## NOTICE INVITING e-TENDER (NIT)

- 1) The Executive Engineer (Solid Waste Management), GHMC, O/o. the Addl. Commissioner (Health & Sanitation) on behalf of the Commissioner GHMC is inviting e-procurement tender for the following work from the agencies, contractors, Authorised dealers & Govt agencies.

**Name of work:** Procurement of 5,00,000 no's. of 3- ply Disposable masks (with nose pin)

- 2) Bid Data sheet:

Item	Schedule
Tender Notice No	05/SE(SWM)/GHMC/2021-22 Dt: 09.09.2021
Mode of tendering	e- procurement on platform www.tender.telangana.gov.in (2 bid system- technical & financial bids)
EMD amount at the time of Bidding	Rs. 14,750/-
Dates of issue of Bid Document (Web Downloading)	10.09.2021, 11.00 AM
Last date & time for online submission of Bid	14.09.2021, 02.00 PM
Bid Validity period/ validity of bid offer for acceptance	90 days from opening of tender
Contact person	Sri. R. Sreenivasa Reddy, Executive Engineer, Solid Waste Management, GHMC Cell No: 9318480092

- 3) The Bidders who have not enrolled/registered in e-procurement portal should enrol/register before participating through the website www.tender.telangana.gov.in.
- 4) EMD amount shall be paid by all the bidders in favour of the Commissioner, GHMC to be paid on-line only (preferably net banking) on e-procurement platform.

- 5) GHMC reserves the right to amend or withdraw any of the terms and conditions contained in the Bid Document or to reject the tender without giving any notice or assigning any reason. The decision of the Addl. Commissioner (Health & Sanitation), GHMC on behalf of the Commissioner, GHMC in this regard shall be final and binding on all.
- 6) The Bidder is expected to examine all instructions, terms and conditions in the Bid Document. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.
- 7) Interested manufacturers/ suppliers may download the document from the e-procurement platform [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in). In case of any clarifications, amendments, addenda, corrigenda, etc., will be uploaded on the same e-platform and will not be published in newspapers. Hence, bidders are requested to regularly visit the website to keep them updated

Executive Engineer,  
Solid Waste Management,  
GHMC

## SECTION I: INSTRUCTIONS TO BIDDERS

### 1) Introduction:

This tender is being called for procurement of Nose masks on emergency basis in view of their urgent requirement during Vinayaka Chavithi festival.

### 2) SCOPE OF WORK:

- a) The bidder shall supply 5,00,000 no's. of **3-layered Surgical Disposable nose masks with nose clip/ pin**. The masks shall be packed into small covers/packets/ box with 1000 no. of masks in each cover.
- b) The Nose masks should be delivered to the concerned offices of GHMC/ GHMC- HO, as per the supply schedule issued by competent authority of GHMC after award of tender.
- c) The period of delivery of material is within 3 days from the date of issue of LoA failing which the allotted work may be terminated.

### 3) ELIGIBILITY CRITERIA:

- a) The bidder may be any Manufacturers/ authorized dealers/ suppliers/ firms/agencies/ contractors registered with concerned authority under relevant Act. Those other than manufacturers should have necessary authorization from the Manufacturers for supply of product.
- b) The bidder should have **minimum turnover of Rs. 14,75,000 /-** in any one year during the last (03) consecutive financial years of 2018-19, 2019-20 & 2020-21.
- c) The bidder shall have **similar work experience** in supply of any PPE item (such as Sanitizers, nose mask, face shield, protective) with value of work not less than **Rs.7,37,500/-** and supplied to any PSU/State/Union Govt. Organization/ULBs/Corporate Companies etc, in any one year, during last (04) consecutive Financial Years 2018-19, 2019-20, 2020-21, 2021-22.
- d) The bidder should have PAN & GST Registration Certificate.
- e) The bidder should have submitted the IT Returns of the any (03) of the last (04 ) **Financial Years** ending with 2020-21.

- f) Samples have to be submitted on or before the last date of submission of bids in a sealed cover, failing which bid will be disqualified.
- g) A self-declaration certificate on blacklisting/litigation history.
- h) The agency should have local office in GHMC limits.

**4) SUBMISSION OF BIDS:**

- a) All the bidders shall submit their bids on-line through e-procurement platform [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in) in 2 stage process technical and financial bidding process.
- b) **Technical bid** :The bidder shall upload the following scanned copies of the original certificates/ documents for evaluation of technical bids :
  - i. Technical Bid form as per ANNEXURE I enclosed
  - ii. Registration certificates/ document under relevant Act/Rule/Norm as proof of his/her eligibility to participate in tender as per qualification criteria.
  - iii. Those other than Manufacturers should submit authorization document issued by the manufacturers authorizing them for supply of PPEs.
  - iv. Certificate issued by a registered Chartered Accountant as a proof of having requisite turnover as per eligibility criteria.
  - v. Similar work experience certificate/ work order/ agreement in supply of any PPE item (such as Sanitizers, nose mask, face shield, protective gloves) to any PSU/State/Union Govt. Organization/ULBs/ Corporate Companies in any one year, during the last during last (04) consecutive Financial Years 2018-19, 2019-20, 2020-21, 2021-22.
  - vi. IT returns acknowledgement as a proof of submitting the returns to IT department as per eligibility criteria.
  - vii. PAN and GST registration document
  - viii. A self-declaration certificate on blacklisting/litigation history (sample certificate is attached at Annexure II).

c) **Samples:** have to be submitted on or before the last date of bid submission (i.e., 14.09.2021 @ 02:00 PM) to the O/o. Executive Engineer, Solid Waste Management, GHMC, 4<sup>th</sup> Floor, GHMC- Head Office, failing which bidder will be disqualified.

d) **Financial bid:**

- i. Bidders shall quote the rates online on e-procurement platform at the specified space. The "FINANCIAL BID" as per ANNEXURE III may be referred by the bidders for reference only.
- ii. The Rates should be quoted including supply & transportation charges, applicable taxes and all other incidental charges.
- iii. The rate quoted should be valid till the expiry of the contract period.

e) **Last date for Submission of Bids:**

The bidders are advised to upload their tender documents within schedule time on 'e' procurement platform as specified in the data sheet at Tender Notice. GHMC shall not entertain and take any responsibility in case of delay and no manual tender entertained under any circumstances.

**5) PERIOD OF CONTRACT :**

- a) The time period of the contract is until completion of 15 days from the date of issue of LoA.
- b) The Nose masks should be delivered to the concerned offices of GHMC/ GHMC- HO as per the directions of the any authority designated by the Addl. Commissioner (Health & Sanitation), GHMC/ Tender inviting Authority.

**6) EMD:**

- a) The Bidder shall furnish, as part of the Bid, EMD for an amount mentioned in bid data sheet, on-line only (preferably net banking) on e-procurement platform.
- b) The EMD shall be refunded for unsuccessful bidders.

- c) The EMD of the successful Bidder submitted at the time of bid submission shall be released after completion of contract period duly deducting the penalties/recoveries, etc.
- d) The EMD may be forfeited:
  - i. if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity)
  - ii. In the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement

#### **7) PERFORMANCE SECURITY:**

The successful bidder shall pay 2.5 % of the contract amount as performance security deposit while executing the agreement. The Performance security may be adjusted with the EMD paid by the successful bidder during bid submission.

#### **8) BID VALIDITY:**

- a) Bids shall remain valid for a period of not less than (90) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected and considered as non-responsive.
- b) In exceptional circumstances, prior to expiry of the original time limit, the GHMC may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

#### **9) EVALUATION OF BIDS:**

- a) GHMC will evaluate the technical bids first, followed by sample selection and then qualify the responsive bids. The financial bids of those bidders who are qualified in the technical bids and sample selection shall only be opened and further evaluated for selection of the successful bidder.

- b) In view of urgency, the requisite quantity may be awarded to one agency / multiple agencies based on the number of bidders qualified which will be decided after opening of financial bid.
- c) During the evaluation, when deemed necessary, GHMC may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- d) GHMC may waive any minor informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other agency.
- e) Any effort by agency to influence the bid evaluation, bid comparison or contract award decisions may result in the rejection of the agency's bid and forfeiture of the agency's EMD. Further, any decision taken by the Addl. Commissioner (Health & Sanitation) on behalf of the Commissioner, GHMC in this regard is final and binding.
- f) Commissioner, GHMC reserves the right to accept any bid and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected agencies or agencies and of any obligation to inform the affected agencies of the grounds for GHMC's action and without assigning any reasons.

**10) AWARD OF CONTRACT:**

On receipt of Letter of Acceptance (LoA) from GHMC, the successful bidder /agency shall be allowed for making arrangement for commencement of work, if any and conclude the agreement within **2 days** of such communication.



## **SECTION II : TERMS AND CONDITIONS**

### **1) PERIOD OF CONTRACT :**

On receipt of Letter of Acceptance (LoA) from GHMC, the successful bidder / agency shall make arrangement for supply of nose masks and conclude the agreement within **2 days** of such communication. The period of contract is upto 15 days from date of LoA and after expiry of the contract period, the contract will automatically end and no separate notice will be given.

### **2) SERVICE TO BE PROVIDED:**

a. The bidder should provide 5,00,000 nos. of 3-layered Surgical Disposable nose masks with nose clip/ pin, within the period of delivery specified, at bidder's own cost.

b. The material shall be supplied on emergency basis as per the quantity and description mentioned in the tender document. Hence, the bidder shall supply these items with high priority at the earliest. Stringent action will be taken against the bidders for any delay in execution of work.

c. The quantities mentioned in this document are tentative and subject to change as per the requirement.

d. The sample of the product(s) need to be submitted in person to the office of Executive Engineer (Solid Waste Management), GHMC on/before 14.09.2021, 02:00 pm.

e. The Agency shall appoint a supervisor, providing a cell phone with sufficient balance to co-ordinate with the concerned official/ staff of GHMC to take the instructions on daily basis.

f. Rates quoted shall be inclusive of GST. GHMC is not responsible for any damage/ accident/ theft/ fire or any incidence etc. during transportation and no claim from GHMC is entertained.

g. GHMC reserves the right at the time of issue of LoA to increase or decrease the quantity over the quantity indicated in tender call and payment will be made based on actual quantities received and certified by the concerned officer of

GHMC as per unit price entered in agreement subject to fulfillment of other terms and conditions.

h. Statutory Deductions will be effected at the time of payment as per rules in vogue. In case of emergency, if the supply is not made within the stipulated time as per LoA and if GHMC is forced to make short purchase to meet the emergency demand, the bidder will be liable to make good the loss, if any, incurred by GHMC and GHMC will directly deduct the difference of cost from Bill/security deposit and the bidder will also be liable for penalty.

i. The tenderer shall quote price for nose mask as per the Tender specifications and shall not quote for irrelevant models.

**3) PAYMENT TERMS:**

i. The payments shall be made as per the actual quantity of items delivered on receipt of invoice submitted by the bidder and certification by the officers concerned of GHMC duly acknowledging the receipt of the material.

ii. All the payments will be made subject to deduction of TDS (Tax deduction at Source) as per Income - Tax Act, 1961.

**4) PENALTIES:** If the delay exceeds more than 3 days, GHMC will reserve the right to cancel the order without giving any notice and earnest money deposit and / or performance security deposit available with GHMC will be forfeited. The contract will be allotted to L2 bidder or subsequent bidders/ agencies who are willing to supply the material at the L1 rates.

5) As regards to any mishap / accident occurring on the road or at site, the bidder shall have complete responsibility of the same, right from registration of police complaint, lodging / follow up of the insurance claim and facing the court trials etc. The agency shall be solely responsible for any consequences under laws, arising out of any accident caused by his vehicles, equipment or his employees.

6) The agency will not outsource the work to any other associate / franchisee / third party under any circumstances. Failing which, forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default shall be done.

7) The contract shall stand terminated at the end of the contract period unless

extended by the Corporation.

8) In case the agency fails to execute the work allotted, notices on three occasions will be issued levying penalty. On the fourth occasion, the agreement will stand terminated and the agency is liable to be blacklisted and the security deposit shall be forfeited. Further, the agency will be barred to participate in future tenders of the GHMC.

9) **INDEMNITY**

a) The bidder shall indemnify GHMC of all legal obligations which arise if any during the contract period, of its workers / employees deployed for the work.

b) The bidder shall indemnify GHMC on account of death or injury sustained by the labour/ employees of the bidder during the performance.

10) **TERMINATION FOR DEFAULT**

a) Default is said to have occurred

i. If the agency fails to deliver any or all of the services within the time period(s) specified in the agreement or any extension thereof granted by GHMC.

ii. If the agency fails to perform any other obligation(s) under the contract / work order.

b) If the agency, in either of the above circumstances, does not take remedial steps within 24 hours after receipt of the default notice from GHMC (or takes longer period in spite of what GHMC may authorize in writing), GHMC may terminate the contract / work order in whole or in part. In addition to above, GHMC may at its discretion also take the following actions

c) **The Commissioner ,GHMC may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate GHMC for any extra expenditure involved towards support service to complete the scope of work.**

d) **The Commissioner, GHMC** may by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time. The notice of termination will specify that termination, the extent to which performance of work under the work order and /or the contract is terminated and the date upon which such termination becomes effective. The Commissioner, GHMC reserves the right to cancel the remaining part and pay to the agency an agreed amount for partially completed Services.

#### 11) **TERMINATION FOR INSOLVENCY**

The Commissioner , GHMC may at any time terminate the work order / contract without giving written notice to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

#### 12) **FORCE MAJEURE**

a) Force majeure clause will mean and be limited to the following in the execution of the contract /purchase orders placed by GHMC :-

- War / hostilities.
- Riot or Civil commotion.
- Earthquake, flood, tempest, lightning or other natural physical disaster.
- Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

b) The agency will advise GHMC in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than 15 days, if arising out of clauses of force majeure, GHMC reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

**13) APPLICABLE LAW**

The agreement will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings /processing. All disputes or suits arising out of the contracts shall come under the jurisdiction of the courts of Hyderabad city only.

**ANNEXURE-I**  
**TECHNICAL BID FORM**

Tender No.: 05/SE(SWM)/GHMC/2021-22 Dt: 09.09.2021

**Name of work:** Procurement of 5,00,000 no's. of 3- ply Disposable masks (with nose pin)

Sl. No	ITEM	Particulars
1	Name of the firm/ company/ Agency / Contractor	
2	Office Address: Telephone No: Mobile No. e-mail :	
3	In case of Firm / Company/ Agency the status(Proprietorship/Partnership/Pvt .Ltd./Ltd Co. etc.)	[mention status and upload related document]
4	Experience Certificate	2018-19: Rs. 2019-20: Rs. 2020-21:Rs. [as per experience certificate uploaded]
5	Turnover	2018-19: Rs. 2019-20: Rs. 2020-21: Rs. [as per CA document uploaded]
6	IT returns (3 out of 4 Financial Year: 2017-18, 2018-19, 2019-20 , 2020-21)	Submitted or not
7	PAN number	Mention details as per uploaded document
8	GST number	Mention details as per uploaded document

Having read the terms & conditions of above mentioned e-tender work and services to be provided, I/ we undersigned, offer to provide the required services in conformity with the conditions of contract for the sum shown in the Financial Quotation submitted under Financial Bid part of this Bid. I/ we undersigned certified that the above information/certificates are true and in case of any of these found to be false; I/we shall be liable for any action as decided by the GHMC.

**Signature:**  
Capacity in which signed:  
Seal of the firm should be affixed

Name:  
Name & address of the firm:

## ANNEXURE II

### (Sample)Declaration Form Blacklisting/Litigation History

I/We.....firm/company/agency/contractor  
M/s.....hereby declare that I/ We have not been  
blacklisted or debarred in the past by any other Government organization or Public  
Sector Undertaking (PSU) from taking part in Government tenders.

Or

I/We .....firm/company/agency/contractor  
of M/s/Sri.....hereby declare that I/ We have been  
blacklisted or debarred by any other Government Department from taking part in  
Government tenders for a period of.....years w.e.f.....The  
period is over on.....and now the firm/company is entitled to take part  
in Government tenders.

In case the above information found false I/We are fully aware that the  
tender/contract will be rejected/cancelled by the purchaser, and EMD/SD shall be  
forfeited. In addition to the above the GHMC will not be responsible to pay the bills  
for any completed/partially completed work.

Signature:

Name:

Capacity in which signed:

Name & address of the firm:

Seal of the firm should be

Affixed

### ANNEXURE III

#### FINANCIAL QUOTATION (Sample)

Tender No.: 05/SE(SWM)/GHMC/2021-22 Dt: 09.09.2021

Sl. No.	Description	Specification	Qty (Nos)	Rate (Rs.)
1	2	3	4	5
1	Nose mask	3-layered Surgical Disposable nose masks with nose clip/ pin	5,00,000	

**Note:**

**The Annexure is for reference only and should not be uploaded in the tender documents.**

**Signature:**

Name:

Capacity in which signed:

Name & address of the firm:

Seal of the firm should be affixed