

No. D-13012/3/2016-Genl.II
Government of India
Ministry of Social Justice & Empowerment
Department of Social Justice and Empowerment


Shastri Bhawan, New Delhi
Dated: 24th August, 2016

TENDER NOTICE

Subject: Annual Contract for supply of packed drinking water jar (20 ltr.) of Kinley Brand in the Department of Social Justice and Empowerment.

In supersession of earlier Tender Notice dated 20.06.16, the Department of Social Justice & Empowerment further invites sealed tenders/quotations from amongst the reputed/experienced authorised distributors/dealers/firms for supply of packed drinking water jar (20 ltr.) of Kinley Brand. The contract will be initially for a period of one year which will be extended upto 3 years further depending upon the quality of services and on mutual consent.

2. General terms and conditions of the contract is given in **Annexure-I**.
3. Eligibility criteria and Form of Financial Bid for submission of tender documents are given in **Annexure-II & III** respectively.
4. Interested firms/parties may send their sealed quotations alongwith EMD in the form of Demand Draft of Rs. 20,000/- (Rupees fifty thousand only) drawn in favour of DDO, Department of Social Justice & Empowerment, New Delhi, superscripted as "Tender for Annual Rate Contract for supply of packed drinking water jar (20 ltr.)" addressed to Under Secretary (Admn.) Room No. 240-A, Shastri Bhawan, New Delhi should drop in the Tender Box placed at the **Facilitation Centre, Garage No. – 8, Ground Floor**, Department of Social Justice & Empowerment, Shastri Bhawan, New Delhi by 3.00 PM on or before **16th September, 2016**. The tender will be opened on the same day at 4.00 PM. The authorized representatives who intend to attend the tender opening are to bring letter of authorization from the corresponding tenderers.
5. Unrealistic rates quoted by the vendor if proved unjustified would be rejected even if it is lowest rate.
6. The Department reserves the right to reject/accept any or all the quotations without assigning any reason therefore.


(Deepak Kumar Sah)
Under Secretary to the Government of India
Phone No.- 23382184

Copy to:-

1. All Ministries/Departments for circulation among their contract holders.
2. Director, NIC with the request to upload the above information on Ministry's web site as well as Central Public Procurement Portal for wide publicity.
3. Notice Boards.



(Deepak Kumar Sah)

Under Secretary to the Govt. of India.

Copy for information to:

1. Reception Officer, Ministry of Social Justice & Empowerment, Shastri Bhawan, New Delhi.
2. Assistant Commandant, CISF, Shastri Bhawan, New Delhi.

General Terms and Conditions

Subject: Notice Inviting Tender for supply of packed drinking water jar (20 ltr.) of Kinley Brand in the Department of Social Justice & Empowerment.

1. Parties

The parties to the contract are the contractor (the tenders to whom the work have been awarded) and the Government of India through Under Secretary (Admn.), Department of Social Justice and Empowerment for and on behalf of the President of India.

2. Address:

The Firm should have the store for distribution in the area nearby Shastri Bhawan, New Delhi, so that the delivery of water should not be affected. For all purpose of the contract including arbitration thereunder the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by Registered post with acknowledgment to this Department. The contractor shall be solely responsible for the consequences of any omission or error to notify in change of address in the aforesaid manner.

- 3. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. No page should be removed/detached from this notice inviting tender.**
- 4. The tenderer should submit the details alongwith the undertaking as prescribed in Annexure-II of the Tender document.**
- 5. The price quoted will be exclusive of Taxes and shall be fixed and final. Taxes, as applicable will be extra, which will not be quoted in the bid. The Bidders will quote for each and every item. In case of non-quoting of rate of any item by any bidder (s), or quoting the rate inclusive of taxes, their tender will be summarily rejected. At the time of payment, Income Tax or any other tax payable shall be deducted at source.**

6. Opening of Tender:

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer in the prescribed format enclosed with the tender document and proof of identification.



7. Validity of the bids:

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

8. Right of acceptance:

The Department reserve the right to accept or reject any or all tender/quotations without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

9. The payment clause:

The bill in triplicate may be sent to this office for settlement after delivery of the material has been done satisfactorily. The bill should have full particulars of the item(s).

10. Communication of Acceptance/Right of Acceptance:

Department reserve all right to reject any tender including of those tenders who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Department in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

11. Performance Security:

The successful tenderer will be required to furnish Rs. 50,000 (Rupees fifty thousand only), as Performance Security Deposit in the form of an Account payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a Commercial Bank duly pledged in the name of the "Pay and Accounts Officer, Department of Social Justice and Empowerment, New Delhi" for the period of one and half year from the date of award of the contract within 7 days from the date of acceptance of the tender.

The security deposit can be forfeited by order of this Department in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. On expiry of the contract, such portion of the said performance security deposit, as may be considered by the Department sufficient to cover any incorrect or excess payment made on the bill to the firm shall be retained until the final audit report on the account of firm's bill has been received and examined.

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12. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to be made thereunder, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceeding shall take place at New Delhi and shall be conducted in English. The provision of Arbitration and Conciliation Act, 1990 and the rule framed thereunder and in force shall be applicable to such proceedings.

13. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in the National Capital Territory (NCT) of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and Court within NCT of Delhi will have Jurisdiction to the exclusion of other courts.

14. Terms of payment:

No payment shall be made in advance nor the loan from any bank or financial institutions shall be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after supply of the material to the satisfaction of the Department. On receipt of a pre-receipted bill invoice from the Contractor, the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected. All payment shall be made by ECS only.

The Department shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in the preceding para.

The term 'Payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding EMD and Security Deposit governed by separate clauses of the contract.

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15. Periodicity/Duration of Tender:

The tender is initially for a period of one year and may be extended further with mutual consent on the same terms and conditions and rates, subject to satisfactory services. This Department shall, however, reserve the right to terminate the contract at any time without assigning any reason, if the services are not satisfactory.

The job will be entrusted on the basis of all inclusive rate contract on as is where is and competitive rates basis.

16. General Condition:

- a. The tenderer should be a reputed supplier having sufficient experience in Government Offices and expertise in the relevant field. Supporting documents for the similar work experience in Govt. offices/PSUs and other organizations for the last two years.
- b. The tenderer should have a well established office, located within nearby location of Shastri Bhawan. From Shastri Bhawan and a person should be available on all working days between 9.00 a.m. to 5.30 p.m.
- c. The tenderer should provide the name and his telephone/mobile number of person, who can be contracted at any time, even beyond office hours and on holidays. The tenderer should be capable to and arrange the supply of ordered items, even at short notice.
- d. The office will have the authority to place order for supply of items beyond office hours and on holiday, for which, no additional payment will be made.
- e. No separate charges shall be paid for delivery of goods to the premises of Department of Social Justice and Empowerment, Shastri Bhawan, Jeevan Prakash Building and R.K. Puram, New Delhi etc.
- f. The time limit given to the contractor by the Department must be adhered to invariably, in all jobs, irrespective of the quantity ordered.
- g. The Department reserves the right to terminate the contract at any point of time if the services are not found to be satisfactory. The decision of the competent authority of the Department will be final in this regard.
- h. A copy of TIN No., Service Tax No. and PAN No. may also be enclosed with the tender.

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17. Parameters for Executing the Work:

The rates of various items can be varied from firm to firm and in any case Department shall not be bound to accept the lowest rates of the items of the particular firm. The contract as a whole shall be entrusted to only one or more firms for a year after calculating/comparing the rate of major items consumed by the Department throughout the year and the other method adopted, as deemed fit by the Tender Evaluation Committee of this Department.

The Tender Evaluation Committee of this Department shall go into all aspects including cost factors of major items and then decide for awarding of the tender. By quoting lower rates in respect of some items, a firm does not become entitled to awarding the contract in its favour of those items. The tender is not to be awarded in piece-meal and item-wise to the firms who have quoted the lowest rates for the items. In order to get selection/consideration in the panel of two or three vendors for awarding of contract (in case the contract is to be awarded to more than one vendor), the criteria of selection of awarding contract will be calculating/comparing the rate of major items consumed by the Department throughout the year and the other method adopted, as deemed fit by the Tender Evaluation Committee. The Department reserves the right to accept/reject any quotation either in part or full without assigning any reason thereof, or to award the contract to different supplier(s) for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.


(Deepak Kumar Sah)

Under Secretary to the Govt. of India.

Tel: 23382184

ANNEXURE-II

TECHNICAL INFORMATION AND UNDERTAKING:

Annual Rate Contract for supply of packed drinking water jar (20 ltrs.) in the Department of Social Justice and Empowerment.

Sl.No.	Details of the Firm/Bidder	Page No.	
1.	Name and Address of the Firm (in full) alongwith telephone Numbers.		
2.	Details of the Earnest Money Deposit (EMD) worth Rs. 20,000/- (Rupees twenty thousand only)		
3.	Whether each page of Tender Notice and its annexure have been signed and stamped		
4.	Copy of registration with any Government Agencies.		
5.	Permanent Account Number		
6.	Service Tax Registration Number		
7.	Trade License of the Firm		
8.	Income Tax Return last three (03) years		
9.	Authorisation of Dealership/ Distributorship of the firm.		
10.	Details of Experience Certificate		

Note:

1. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention page number, wherever the copy(ies) of the document(s) are kept.
2. In case of non-fulfilment of any of the above information/document(s), the Tender will be summarily rejected without giving any notice.

Signature with date:
Name & address and contract no. of the firm:

Accepted

UNDERTAKING

1. That I/We have carefully studied all the terms and conditions of Tender Notice and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that sample of items will be kept ready for inspection by the Department. I/We shall be responsible for the cancellation of tender if samples are not up to the mark.

Signature with date:
Name & address and contract no. of the firm:

Accept

Annexure –III

FINANCIAL BID

Annual Rate Contract for supply of packed drinking water jar(20 ltrs.) in the Department of Social Justice and Empowerment.

Sl.No.	Items/Description	Unit	Rate (in Rs.) excluding taxes
1.	Packaged Drinking Water Jar (Kinley Brand)	Per Jar (20 ltr.)	

Signature with date:

Name & address and contract no. of the firm:

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