

F.No. D-13015/1/2015-GA

भारत सरकार

Government of India

भारी उद्योग एवं लोक उद्यम मंत्रालय

MINISTRY OF HEAVY INDUSTRIES AND PUBLIC ENTERPRISES

भारी उद्योग विभाग

DEPARTMENT OF HEAVY INDUSTRY

उद्योग भवन, नई दिल्ली-110011

Udyog Bhawan, New Delhi-110011

17th June, 2016

INVITATION TO TENDER


Department of Heavy Industry invites sealed Tenders from the reputed/registered firms for the award of Annual Contract for supply of packaged drinking water in jars of 20 litre each of 'Bisleri or Kinley' make in various offices of this Department as per details mentioned at Annexure for a period of one year from the date of award of the contract which will be extendable upto three years subject to satisfactory job.

2. The tender offers in sealed covers should be sent in Room No. 15, Udyog Bhawan, New Delhi on or before **15.07.2016** upto 3.30 P.M. along with earnest money of Rs. 5000/- (Rupees Five Thousand only) in the form of a DD/FDR in favour of DDO, Department of Heavy Industry. The tenders would be opened on the same day i.e. on **15.07.2016** at 4.00 P.M. in Room No. 15, Udyog Bhawan, New Delhi.

3. The tender can be downloaded from the website of Department of Heavy Industry (dhi.nic.in). The tender addressed to Under Secretary (Admn.), Room No.15 Udyog Bhawan New Delhi may be submitted in Room No. 15, General Administration Section, Department of Heavy Industry, Udyog Bhawan, New Delhi.

TERMS & CONDITIONS OF THE TENDER & RESULTANT CONTRACT SHALL BE AS FOLLOWS:

1. Tender shall be submitted in **official tender form** only. If submitted in any other form the same shall be summarily rejected.
2. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted strictly in accordance with the instructions laid down herein, otherwise the tender is liable to be ignored.
3. The tender must be addressed to the Under Secretary (Admn.), Room No. 15, Udyog Bhawan New Delhi and be deposited in the Udyog Bhawan. The tenderers or their representatives may, if they so desire, be present at the time of opening of quotations.
4. Late tenders will not be considered.



5. Department of Heavy Industry shall in no way be responsible for any default with regard to any statutory obligation and the supplier will indemnify Deptt. of Heavy Industry in case of any damage or liability, which may arise on account of action of the OEM.
6. The firms must have enclosed details of **agreement** made by Company for the last three years along with proof with different Ministries/Department.
7. The vendor must have **PAN/TIN** No. and should be registered for VAT and should enclose copies of relevant certificates.
8. All firms who will participate in tender process while submitting their quotations shall give a certificate to the effect that they have **not been banned/blacklisted** by any authority/Ministry/Dept. in the past. If the firm has been banned/blacklisted by any authority/Ministry/Department of Government of India, the same should be mentioned in the bid.
9. In case L-1 is more than one, then the Experience of the Tenderer and proximity of supply point of the bidder to Udyog Bhawan will be the criteria and the decision of Department of Heavy Industry will be final.
10. Tenderer may please quote their unconditional rates and it shall be ensured that there are no cutting/overwriting in the tender form. The quoted price should clearly indicate the details of taxes also. No other charges will be payable like transportation, fare etc. for providing the services.
11. The rates quoted shall remain in force for the full period of contract. It may specifically be noted that no changes/escalations in the accepted rates shall be allowed during currency of the contract.
12. The selected firm would be required to supply packaged drinking water in each and every room/office where water dispensers are installed in Department of Heavy Industry on very short notice also as & when required.
13. The firms will have to enclose a copy of **Authorization Certificate** from the manufacturer duly signed in ink.
14. The Annual Contract shall be operative immediately after award of the contract. The Department shall, however, have right to terminate the contract at any time if the service of the firm is found unsatisfactory. In this respect the decision of the Ministry will be final and binding on the contractor.
15. The packaged drinking water shall be as per BIS standard specification. In case of deficiency in services or poor quality of water, it would be open for the Department to cancel the contract and forfeit the performance security. **The water jars should contain BIS mark.**
16. Compensation, if any, due to illness caused due to intake of water supplied by the contractor, will be borne by the supplier.
17. The Contractor shall arrange to get the character and antecedents of workers/labourers verified from Police Authority before deployment and their full particulars shall be furnished to the Department of Heavy Industry.
18. The prospective bidders are free to seek any clarification relating to the requirement of the Department. For this purpose, Section Officer(General Administration), Udyog Bhawan New Delhi-110011, (Telephone No. 23061727) may be **contacted with prior appointment on any working day between 2.00 PM to 4.00 PM from 12.07.2016 to 14.07.2016.**



19. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/ qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document. The Department reserves the option to select more than one firm for award of contract to ensure uninterrupted supply during the currency of the contract.
20. The Company/firm shall enclose copies of **performance certificates** from at least three [3] different Government clients for the similar work/brand for the last three (3) years.
21. The successful firm would be required to deposit a Performances Security of **Rs. 10,000/-** (Rupees Ten Thousand only) in the form of Bank Guarantee pledged in the name of "The Under Secretary (General Administration), Department of Heavy Industry " within ten days from the date of awarding the contract. However, in case the services of the firm are not found satisfactory during AMC period the Bank Guarantee will be encashed.
22. If the supplier fails to supply the water jars/water bottles in the stipulated time or if the quality of the water is not as per the approved/required norms, the Department shall be free to make necessary procurement of water jars from the market at the suppliers' risk and cost which shall be recoverable from his pending bills or performance security besides resulting in cancellation of the contract. In case of any deficiency in service, a penalty of 5% of the total amount of the bill for the relevant period will be imposed.
23. The Department shall be free to test the sample of drinking water supplied by the supplier from any independent source for which all required cooperation/documentation shall be submitted by the suppliers.
24. All matters/disputes pertaining to the tender and resultant contract shall be settled by the Head of the Department or officer nominated by him for the purpose. The contract terms are interpretable under the applicable Indian Law subject to the jurisdiction of NCT of Delhi. In case, the same is not settled at this level, the matter will be referred to sole arbitrator to be approved by Secretary, Department of Heavy Industry.
25. The tenderer should enclose a signed copy of the terms and condition stipulated for award of the contract conveying his acceptance of the same.
26. The rates may be quoted as per **Annexure-A, Taxes (VAT, Service Tax)** if any, may be specifically and separately indicated in the quotation.
27. The selected firm will raise the bills on **monthly basis**.
28. All the tenderers are requested to **read and understand** the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by this Ministry.



(S.K. Saxena)

Under Secretary to the Govt. of India

**ANNUAL CONTRACT FOR PACKAGED DRINKING WATER FOR THE
DEPARTMENT OF HEAVY INDUSTRY**

1	Name of the tenderer (in block letter)	
2	Registered address of the Firm	
3	Address of Godown/Storage point/delivery point	
4	Bank Draft No. & Date	
	Amount of Draft	
	Name of the Bank	
5	Service Tax No.	
6	PAN No./TIN No.	

- Performance Certificate/Experience Certificate for the last three years along with proof with different Ministries/Department [enclose copies]

S.No.	Name of the Ministry/Department	Period	Brand
1			
2			
3			
4			

FINANCIAL BID

S.N.	Brand	*Rates offered (Rs.) per jar of 20 litre
1.	Bislery	
2.	Kinley	

*Taxes if any to be specifically and separately indicated.

Signature of the authorized person

Date:

Name:

Place

Seal:

[Handwritten Signature]