No. F. 20017/14/2010-Protocol Government of India Planning Commission (Protocol Section)

Yojana Bhavan, Sansad Marg New Delhi-110001 09th August, 2010

Tender Invitation Notice

Subject: Award of contract for procurement of potable drinking water jars for use in Planning Commission.

Planning Commission intends to award annual contract for procurement of potable drinking water from well known / established firms in jars of 20 liters each for table top water dispensers of various brands in Planning Commission, EAC, etc. The annual requirement could be around 5000 water jars. The specification of the potable water shall be as per BIS 14543-2004.

2. The tender form (Annexure-1) must be sent in sealed cover prominently marked as 'ANNUAL CONTRACT FOR PROCUREMENT OF DRINKING WATER JARS' by Planning Commission. Sealed tenders are to be dropped in the tender box kept at the Reception Area, Ground Floor, Yojana Bhavan, New Delhi by 30.08.2010. The tenders will be opened on 30.08.2010 at 3.30 P.M. in the presence of the tenderers or their representative who may wish to be present at that time.

Terms and conditions of the tender & resultant contract shall be as under:

- (a) Tenders from only those firms will be entertained which are registered for the services desired in the tender and have Service Tax No., VAT No., PAN.
- (b) The supply is to be effected as and when required.
- (c) In case firm is already providing the potable drinking water in any other Ministry/Department of Central Government/ PSUs, details thereof may be furnished along with the quotations. The rate quoted should remain valid for the period of one year from the date of award of contract.
- (d) The firm should be in a position to supply the potable water at very short notice and as and when required.
- (e) The owner/ designated representative of the firm should be available on 24/7 basis on his mobile phone.
- (f) The potable water would be ISI standard. (ISI code No. is required to be mentioned in tender offer) as per BIS-14543-2004 specification as per Annexure-II of the tender. In case of deficiency in service or quality of water, it would be open for the Department to cancel the contract and forfeit the performance security. Compensation, if any, in case of any loss of health of the employees on account of water borne diseases occurred due to intake of water supplied by the contractor, will be the responsibility of the supplier.

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- (g) The tenderers should be accompanied with the Earnest Money Deposit of Rs.10,000/in the form of DD/Pay Order from any of the Nationalized Bank in favour of **Under Secretary (Protocol), Planning Commission, New Delhi.**
- (h) Tenders may please quote their unconditional rates and it shall be ensured that there are no cutting/ overwriting in the tender form. The price quoted at the time of submission of tender shall remain in force during the currency of the contract which will normally be for a period of one year. It may be specifically noted that no changes/ escalations in the accepted rates shall be allowed during currency of the contract. The rates should be inclusive of taxes.
- (i) 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 letter. The Commission reserves the option to select more than one firm for award of contract to ensure uninterrupted supply during the currency of the contract.
- (j) The tenderer whose quotation is finally accepted, shall have to furnish performance security of sum of Rs.20,000/- (Rupees twenty thousand only) in favour of Pay & Accounts Officer, Planning Commission, New Delhi by means of fixed deposit in any of the Nationalized Bank. The earnest money shall be returned to the successful bidder only after depositing Rs.20,000/- as performance security.
- (k) If the supplier fails to supply the items within the stipulated time or if the quality of the water is not as per the approved / required norms, the Commission 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. Further in case of deficiency in service, a penalty of 5% of the total amount of the bill for the relevant period will be imposed. This office will also have full authority to black list the supplier from supply to Government Department / Public Section Undertaking.
- (1) The Commission 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.
- (m) 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.

Yours faithfully,

(Mahender Chaudhary) Under Secretary to the Govt. of India 23096746

ANNEXURE-1

QUOTATION FORM

ANNUAL CONTRACT FOR 20 LTRS. PACKAGED DRINKING WATER JARS FOR THE PLANNING COMMISSION, YOJANA BHAVAN; EAC, VIGYAN BHAVAN.		
<u>I</u> 1.	Name of the tenderer (in Block Letter)	
2.	Address	
3.	Telephone No.	
4.	Bank Draft No. & date	
5.	Amount of Draft	
6.	Name of the Bank	
7.	Registration No. of the firm (Please enclose the copy of registration)	
8.	VAT No.	
9.	Service Tax No.	
10.	PAN	
11.	Experience Documents, if any	
II		
1.	Rate (including taxes, if any) - Per 20 liters jars	

I / we hereby declare and affirm that I / we have read and understood the terms and conditions of the contract as stipulated in the tender notice No. F. 20017/14/2010-Protocol dated 09.08.2010Accordingly, I / we hereby offer the rate for annual contact of drinking water jars as indicated on prepage.

Place: New Delhi

Signature _____ Name _____

Date :

Company's Seal