

Dated: 03.06.2016

Government of India
Ministry of Earth Sciences
Departmental Accounting Organization
O/o Controller of Accounts
Room No. A-20, Mausam Bhawan
Lodhi Road, New Delhi – 110003

## **INVITATION TO TENDER**

- 1. Departmental Accounting Organization, Ministry of Earth Sciences invites sealed tenders from the reputed/registered firms for the award of Annual Contract for supply of packaged drinking water in jars 20 litre each in various rooms of this office located in Prithvi Bhawan and Mausam Bhwan, Lodhi Road, New Delhi for a period of one year from the date of the award of the contract.
- downloaded from the Central Procurement 2. The tender can be (http://eprocure.gov.in/epublish/app) and website of Ministry of Earth Sciences (www.moes.gov.in). Sr. Accounts Officer, Pr.AO(Admn.), The tender completed in all respects may be addressed to Ministry of Earth Sciences, A-20, Mausam Bhawan, Lodhi Road, New Delhi, and be mailed/couriered or deposited in Tender Box at the same office mentioned above by 28.06.2016 upto 17:30 Hours. Tender shall be submitted in official tender form only. If submitted in any other form the same shall be rejected.
- 3. Tenders will be opened by the Tender Opening Committee in the office on 29.06.2016 at 15:00 Hours. The tenderers or his representative may, if they so desire, be present at the time of opening of quotations.
- 4. Late tenders will not be considered.
- 5. All the eligible firms shall submit along with application definite proof from appropriate authority as Authorized dealer of **OEM duly signed in ink.**
- 6. The name and address of the tender 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 and submitted strictly in accordance with the instructions laid down herein, otherwise the tender is liable to be ignored.
- 7. The tender is liable to be ignored if complete information is not given therein, or the particulars and details sought therein (if any) asked for in the Schedule to the tender are not filled in.
- 8. The rates quoted by the firms in bids would be valid for a period of ninety days.
- 9. EMD of an amount Rs. 5000/- should be submitted in the form of Account Payee Demand Draft/Bankers Cheque//FDR. EMD should be remain valid for 135 days i.e. a period of 45 days beyond the final tender validity. The tenders received without EMD or the tenders incomplete in any respect shall summarily be rejected. EMD in favour of PAO, Sectt., MoES payable at Delhi, should be submitted with the bid.
- 10. EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of final validity period but not later than 30 days after conclusion of contract. EMD of successful tenderer will be converted into Performance Security after finalization of contract.

- 11. The firms must have enclosed details of agreement made by Company for the last three years along with proof with different Ministries/Departments.
- 12. The vendor must have PAN/TIN No. and should be registered for VAT and should enclose copies of relevant certificates. Failing to which tender will liable to be summarily rejected.
- 13. 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 by any authority/Ministry/Department in the past. If the firm has been banned by any Ministry/Department of Government of India, the same should be mentioned in the bid. If any such information regarding ban is found to be incorrect, their quotation/contract shall stand cancelled on this account alone.
- 14. In case L-1 is more than one, then the Experience of the Tenderer and proximity of supply point of the bidder to this office will be the criteria and the decision of this office will be final.
- 15. Tenderers 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 should remain valid for 90 days from the date of tender opening and the rates finalized on the basis of these prices shall remain in force during the currency of the contract which will normally be for a period and will be renewed further for a period of one year if the service found satisfactory. It may be specifically noted that no changes/escalations in the accepted rates shall be allowed during currency of the contract. Taxes must be mentioned clearly (Rate in percentage as well as amount), failing to which tender will liable to be summarily rejected.
- 16. The prospective bidders are free to seek any clarifications/see the kind of requirement of DAO, MoES is looking for. For this purpose, Sr. Accounts Officer, Principal Accounts Office(Admn.), A-20, Mausam Bhawan, Lodhi Road, New Delhi 110003 (Telephone No. 011-24642151/52) may be contacted on any working day between 2.00 PM to 4.00 PM from 06.06.2016 to 24.06.2016.
- 17. 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. This office reserves the option to select more than one firm for award of contract to ensure uninterrupted supply during the currency of the contract.
- 18. 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 years.
- 19. 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 aforesaid terms and conditions are permissible once the quotations is accepted by DAO, MoES.
- 20. The tenderer should enclose a signed copy of the terms and conditions stipulated for award of the contract conveying his acceptance in the quotation.

Senior Accounts Officer,
Principal Accounts Office (Admn.)
Ministry of Earth Sciences

**Copy to:-** NIC Cell of Ministry of Earth Sciences with a request to upload it on official website of ministry.

## **Terms & Conditions**

- 1. Departmental Accounting Organization, MoES in no way be responsible for any default with regard to any statutory obligation and the supplier will indemnify DAO, MoES in case of any damage or liability, which may arise on account of action of the OEM.
- 2. The rates quoted shall remain in force for the full period of contract.
- 3. The selected firm would be required to supply packaged drinking water in each and every room where water dispensers are installed in various floor/offices under DAO, MoES.
- 4. The packaged water shall be as per BIS standard specification. In case of deficiency in services or poor quality of water, if would be open for the DAO, MoES to cancel the contract and forfeit the performance security.
- 5. The firm should be in position to supply packaged drinking water on very short notice as and when required.
- 6. The owner of the firm or authorized person of the firm should be available on his Landline telephone and also on his mobile phone.
- 7. No other charges will be payable like transportation, fare etc. for providing the services.
- **8.** DAO, MoES shall be free free to test sample of drinking water supplied by the supplier from any independent for which all required cooperation/documentation shall be submitted by the suppliers.
- 9. 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.
- 10. Payment Term: The payment on monthly basis will be made through e-payment after submission of bill at the end of the month and successful completion of service for the given month.
- 11. Liquidated Damages Clause:- If the supplier delays/fails to supply the required quantity of jars/water bottles in the stipulated time or if the quality of the water is not as per approved/required norms, DAO, MoES shall be free to make necessary procurement of water jars from the market at the suppliers risk and a penalty of 0.5% per week or part thereof of the total amount of the bill will be imposed.
- 12. No security deposit shall be payable by the Ministry for the jars.
- 13. The Annual Contract shall be operative immediately after award of the contract. DAO, MoES shall however, has right to terminate the contract at any time if the service of the firm is found unsatisfactory. In this respect the decision of this office will be final and binding on the contractor.
- 14. The firm will be responsible for payment of wages/settlement of dues with workers engaged by them as per prevailing labour/wage laws in force in NCT of Delhi and this Ministry shall not be a party of any dispute between the contractor and workers.

6. Compensation, if any, due to illness caused due to intake of water supplied by the contractor, will be borne by the supplier.

Senior Accounts Officer(Admn.)
Principal Accounts Office,
Ministry of Earth Sciences

## **ANNEXURE**

## ANNUAL CONTRACT FOR PACKAGED DRINKING WATER FOR THE DAO. MOES

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