

Tender Document
(Two Bids: Technical & Financial Bid)
For
Supply of potable drinking water

Technology Information, Forecasting and Assessment Council, (TIFAC)
(Department of Science and Technology, Govt. of India)
Vishwakarma Bhawan, A-Wing, Shaheed Jeet Singh Marg,
New Delhi-110016

TERMS AND CONDITIONS

IMPORTANT INFORMATION and GUIDELINES FOR SUBMISSION OF BIDS

1. This tender shall be processed **in two parts-** namely (i) Technical Bid and (ii) Financial Bid. The tenderes to submit both the bids simultaneously with the same date of receipt i.e. **November 09, 2018**, at TIFAC. The price bid will be opened, on the date to be fixed later on and made known to the qualified tendering firm only after technical evaluation of all the offers received has been completed.
2. The Technical & financial bids would be contained in two separate sealed envelopes- one containing the technical offer duly marked as technical bid and the other marked as financial bid. Both the sealed envelopes should be put in one main cover (envelope). The main cover should also be wax sealed. This cover should also be superscribed with **“LIMITED TENDER ENQUIRY FOR SUPPLY OF POTABLE DRINKING WATER AT TIFAC, NEW DELHI”**.
3. The financial bid submitted by such tenderers whose offers have been considered as technically not acceptable on the basis of the tender evaluation of the technical bids, will not be opened. The purchaser reserves the right to not to intimate the price-bid opening date to such tenderes and reject their offers without opening their price-bids.

S. No.	Description	Contents
1.	Purchaser	TIFAC
2.	Bid system	This tender will be processed in Two Bids system
3.	EMD	Rupees Five Thousand Only (Rs. 5,000/-) Earnest money of Rs. 5,000/- to be deposited along with the Tender document in the form of DD drawn in favour of TIFAC and payable at New Delhi. The EMD of the successful bidder will be converted into interest free security deposit which will normally be refunded after completion of contract.
4.	Non-transferability	This tender is non-transferable
5.	Terms & Conditions	Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/ rejected.
6.	Firm and Fixed rates	a. Prices should be quoted on net destination basis at TIFAC and firm & fixed price basis including statutory taxes duties. The prices/ rates quoted should be indicated in words as well as in figures and in INR only. Request for

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		<p>enhancement of contracted rates shall not be considered under any circumstances during the contractual period except in case of increase in MRP of the product by the company. Further, in case of increase / decrease in MRP, only proportionate increase / decrease in rate would be permitted with mutual consent.</p> <p>b. Rates should be quoted per unit basis in the enclosed Performa as per Schedule attached with the tender document.</p> <p>c. No claim on account of taxes/ duties/freight etc. or any other charges (except company MRP and GST) for execution of work awarded under this contract will be entertained by TIFAC and such charges if any, should be paid by the contractor himself.</p>
7.	Prescribed Forms	Tenders of firms received in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. Telegraphic/ Telex/ Fax/E-mail/ Letter head Quotations will not be accepted and ignored straightway.
8.	Late/delayed tenders	Tenders received late/ delayed after prescribed closing date and time due to any reason whatsoever will not be accepted under any circumstances.
9.	Purchaser's right	TIFAC reserves the right to reject any tender /all tenders in full or part thereof without assigning any reasons.
10.	Purchaser's Address & work site	The bid should be addressed to "In-charge (F&A)" Technology Information Forecasting and Assessment Council, (TIFAC), Vishwakarma Bhawan, A-Wing, Shaheed Jeet Singh Marg, New Delhi-110016 latest by November 19, 2018 (5PM).
11.	Inspection Authority	TIFAC, New Delhi
12.	Contract period	Initially for one year from the date of commencement of contract and extendable depending upon the performance of the firm and compliance of terms & conditions stipulated in the tender document by the firm and as mutually agreed upon on rates & other terms and conditions.
13.	Validity of Tender	Tender shall be kept valid of acceptance by TIFAC for a period not less than 30 days after the tender opening date.
14.	Taxes & duties	Tax Deduction at Source (TDS):- TDS will be deducted from each bill (as applicable) of the contractor under the statutory rules of Union govt in respect of Income Tax other Taxes etc.
15.	Submission acceptance and rejection of tender	<p>a) Complete tender document is available on website www.tifac.org.in and may be downloaded and used for submission of the bid.</p> <p>b) Tenderes which are not complete in all respects are liable to be rejected.</p>

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		<p>c) While submitting the tender for this work, the tenderes will be deemed to have read, understood and accepted all the terms and conditions stated in the tender document.</p> <p>d) Tenderes will indicate the complete address of their firm/nodal contact person/office along with telephone numbers.</p>
16.	Award of contract	<p>a) TIFAC will award the contract to the tenderer whose tender has been determined to be substantially responsive offered the lowest.</p> <p>b) Notwithstanding the above, TIFAC reserves the right to seek previous work orders, references etc. and to accept or reject any quotations and to cancel the process and reject all tenders at any time prior to award of contract.</p> <p>c) The tender rate if accepted will be notified for the award of contract by TIFAC prior to expiration of the tender validity period. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this Tender Enquiry.</p> <p>d) In case two firms offering the lowest prices, then TIFAC has the right to award the contract to any party. No representation in this regard will be considered by TIFAC.</p> <p>e) TIFAC reserves the right to conclude parallel rate contracts with a number of firms and place, which may be the most economical to it or suitable to its requirements.</p>
17.	Paying authority	Technology Information Forecasting and Assessment Council, (TIFAC), (Department of Science and Technology, Govt. of India), Vishwakarma Bhawan, A-Wing, Shaheed Jeet Singh Marg, New Delhi-110016
18.	Termination of contract	<p>i) On expiry of period given in the contract. Further, the contract can be terminated at any time during the currency of the contract on the grounds of unsatisfactory performance established on the part of the contractor or any such material complaints.</p> <p>ii) TIFAC reserves the right to get water tested at any time from Govt. recognized laboratory. In case of any shortcoming and or variation in water quality, EMD (converted to security deposit) will be forfeited as penalty and contract will be cancelled.</p> <p>iii) Two months notice from either party without assigning any reason.</p>
19.	Applicable law	The resultant contract shall be interpreted in accordance with the laws of Union of India. Settlement of disputes shall be within the jurisdiction in Delhi.
20.	Disputes	Any disputes/ differences arising shall be settled through arbitration. The TIFAC and contractor shall first try to resolve the differences/ disputes amicable by mutual consultation. If they fail to resolve the disputes by such mutual consultation

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		within 21 days, then depending upon the position of the case, either the TIFAC or the contractor shall give notice to the other party of its intention to commence arbitration as per the Indian Arbitration and Conciliation Act, 1996.
21.	General terms & conditions	<ul style="list-style-type: none"> a) The contractor shall observe all security provisions as applicable to the offices of TIFAC. Any violation shall be his responsibility. b) The tenderer shall not enter into sub contract with any person or transfer the contract or any benefit there under to any person or firm without written approval of TIFAC. c) The person signing the tender document on behalf of the Tenderer or on behalf of the firm, shall attach with the tender a proper power of authorization letter which will be duly verified by TIFAC before giving the contract. d) Acceptance of the tender by TIFAC shall be communicated to the successful tenderer by a formal letter of acceptance of tender.
22.	Supply terms & conditions	<ul style="list-style-type: none"> a) The average consumption of water is about 400 jars of 20 litres monthly. This quantity may however vary. b) The water should be supplied as per requirement. c) The firm should ensure that the delivery of the jars should reach the office on time. d) The firm should also ensure to get the supply voucher signed by TIFAC. e) The payment terms shall be monthly basis after the receipt of the bills and checking of day to day supply receipts. Advance payments shall not be made under any circumstances. f) The firm can depute their authorised dealer for on site for supply of water. g) Prices quoted should be inclusive of all taxes, duties and freight charges. The prices will remain fixed throughout the contract period. h) The seal of the jar should be embossed tamperproof. i) Water standard should be maintained at 150-200 TDS, BIS, Euro Norm, WHO & US standards. Documentary proof for the same is required to be furnished as and when asked the same. j) The firm should provide in –house and out house lab test report for water quality not older than one month. The successful bidder after getting the contract from TIFAC is required to submit monthly water quality test report from the Government accredited lab.
	Others	<ul style="list-style-type: none"> a. The tenderer should sign at each page of the tender and all its pages. No page should be removed/ detached from the tender document. b. All the columns & rows of Technical Requirement should be filled and any deviation will not be accepted. c. Authorized dealer is requested to fill up the Technical Bid correctly.

		<p>Misconduct/Sexual Harassment: TIFAC has strong stance against any form of Sexual Harassment/misconduct to any of its employees at Workplace in accordance with Prevention, Prohibition and Redressal Act, 2013 (SHW Act). The agency's personnel should be aware of the Act and comply with its provisions. Sexual harassment/ misconduct will attract appropriate disciplinary action on the concerned person/delivery staff to the extent of cancellation of contract & forfeiture of earnest money.</p>

Certificates:-

- i) I/we (including all partners) certify that I/we have read the Terms & Conditions mentioned in the tender enquiry form and shall abide by them.
- ii) I/we certify that the information given is true to the best of my/ our knowledge. I / we also understand that if any of the information is found wrong / false at any stage including during the process of "Registration of Firms for this Category". I /We are liable to be deregistered from panel of approved contractors/ banned for doing any business dealing with TIFAC or blacklisted or subject to any monetary penalties that be deemed fit and appropriate by TIFAC.

All bidders are required to submit their offers in two covers as under:-

TECHNICAL BID

a) FIRST Cover (envelop) should contain the technical offer giving following details:-

- i) Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATES QUOTED.
- ii) FOR terms, delivery period offered.
- iii) Any other relevant document which the firm wishes to submit.
- iv) Test certificates for jars from the Government Accredited Labs.
- v) Copy of BIS license valid on the date of Tender Enquiry.
- vi) **This cover should be superscribed “Technical Bid for supply of potable drinking water at TIFAC”.**

Note: The firm fulfilling mandatory Technical Requirements of this Tender enquiry notice will only qualify for financial bid. Rest shall be rejected straightway without assigning any reason thereof.

General Requirements (to be filled appropriately by the bidder)

Sl. No.	Description	Particulars
1.	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company) (attach proof)	
2.	Year of Establishment	
3.	Registration Number under applicable act with a copy of registration certificate (attach proof)	
4.	Registered Postal Address	
5.	Telephone No. Fax No. Mobile No.	
6.	List of references, last 6 month testing reports	
7.	Name and address of Directors, in case of Company/ Name and address of Sole Proprietor Name and address of Partners; in case of partnership firm	

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8.	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9.	PAN, /TIN/ Service Tax No. (attach proof)	
10.	Authorization Letter from the main company (Manufacturer) for the brand of water (attach self attested copy)	

Technical Requirement (to be filled by the bidders) along with proof / document of each condition.

A. Packaging:-

Sl. No.	Conditions	Yes/No.
1.	Filling of bottle is automated	
2.	Cleaning of jar is automated	
3.	Automatic rinsing, filling and capping machine fitted with an ozone generator.	
4.	On line blowing is carried out during filling of bottles.	

B. Jar Quality:-

Sl. No.	Conditions	Yes/No.
1.	All the jars are made of Polycarbonate food grade material. Jars should not be made of material used for pet jars.	
2.	The Jars can withstand a temperature of 90 ⁰ C during sterilization.	
3.	The jars should not be deformed and loses shape during sterilization.	

C. Processing:-

Sl. No.	Conditions	Yes/No.
1.	The raw water is dozed with alum for coagulation with heavy metals or insoluble metals	
2.	The impurities of the water are removed by Reverse Osmosis Techniques.	
3.	Disinfection of water is carried out by bubbling chlorine gas.	
4.	Water is passed through sand filters for trapping of un-dissolved impurities.	
5.	Water is passed through carbon filters for removing of odour, colour and de-chlorination.	
6.	Water is passed through micro filters comprising of 5 microns, 1 micron & 0.4 micron followed by Ultraviolet disinfection for terminal disinfection.	

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Note: Firm/manufacturer having better/advance processing technology may apply with valid documentary proof with technical feasibility report and satisfactory certificate from existing users concerned.

D. Quality Control & Standards:-

Sl.No.	Conditions	Yes/No.
1.	The quality of drinking water is as per IS-14543	
2.	Coliform count per 100ml of water is nil	
4.	The seal of the jar is embossed, tamperproof.	
5.	As per BIS standard, water contains 150-200 ppm of TDS.	
6.	The firm should provide in –house and out –house lab test report (latest).	

E. Certification

Note:

<ul style="list-style-type: none"> The firm shall have the following certifications-Attach self attested copies for proof.
a. BIS- Certification confirming quality of water as per IS: 14543: 2004
b. FSSAI- Certification of Food Safety System Certification by Food Safety Standard Authority of India (FSSAI)/Food Safety System Certificate (FSSC).
c. ISO: 22000 Certification
<ul style="list-style-type: none"> The firm who are having current certification as per above 1 (a) & (b), are only qualified for the “Financial Bid”. The “Financial Bid” shall be opened for those firms, who qualified in “Technical Bid”.
<ul style="list-style-type: none"> The firms having ISO; 22000 certification shall be preferred compare to non ISO-22000 firms

DECLARATION

From :-

M/s.....

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To

In-charge (F&A)

Technology Information, Forecasting and

Assessment Council, (TIFAC)

(Department of Science and Technology, Govt. of India)

Vishwakarma Bhawan, A-Wing,

Shaheed Jeet Singh Marg, New Delhi-110016

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to supply order as per the pre-conditions set out in this tender by TIFAC.
3. I/We further undertake that none of the Proprietor/Partners /Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/suspended business dealings. I/We further undertake to report to the TIFAC, New Delhi immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/ Directors are Proprietor or Partner or Director of such a firm which is banned/ suspended in future during the currency of the Contract with you.
4. I/We certify that the information given is true to the best of my/ our knowledge. I/We also understand that if any of the information is found wrong/ false at any stage. I/we are liable to be banned for doing any business dealings with TIFAC or blacklisted or subject to any monetary penalties that be deemed fit and appropriate by TIFAC.
5. I/We shall keep the TIFAC informed about the changes in any of the particulars furnished by them in their application or in their product specification discontinuation of production of any item for which they stand successful. This intimation is to be given within a period of 30 days from the date of such change or discontinuation.

Signature of the bidder with seal & date |

6. I/We request TIFAC for any change in the name of a firm and/or their office address should be addressed to TIFAC duly supported by documentary evidence.
7. I/ We will maintain absolute integrity, follow a decent standard of business ethics and do nothing unbecoming of a supplier.

Yours faithfully,

(Signature of the Bidder)

Name.....

Tel:

Email:

Designation with Seal of the Firm with date

FINANCIAL BID

SECOND COVER (Envelop) should contain the Financial offer giving following details:-

- vii) Details of rates including name of brand (inclusive of all taxes, duties & freight charges) quoted by the bidder. These details should be submitted in the format given. The words “FINANCIAL BID for SUPPLY OF POTABLE DRINKING WATER AT TIFAC, NEW DELHI” should be written clearly and prominently on this envelop.

Supply of potable drinking water of Aquafina/ Kinley /Bisleri/ Himalaya/ brand on annual basis of TIFAC, Department of Science and Technology, New Delhi

Rate of each Jar/bottle of 20 litres and brand:

Sl. No.	Name of Brand	MPR	Rate for supply in (Rs.) (inclusive of all except GST)	GST	Rate in figure (for a 20 litre jar) inclusive of all the applicable taxes and freight etc.
1	2	3	4	5	6
1	Aquafina				
2	Kinley				
3	Bisleri				
4.	Himalyala				

Note:- The lowest bidder (L1) shall be decided on the basis of the lowest rates quoted (as per column no. 4) for any of the brand i.e. Aquafina/Kinley/Bisleri/Himalyala for 20 liter Jar/bottle for approximately 400 jars/ bottle per month.

Date :

Place:

(Signature of the Bidder)

Name.....

Tel:

Email:

Designation with Seal of the Firm with date

Signature of the bidder with seal & date |

Signature of the bidder with seal & date |