



**Dedicated Freight Corridor Corporation of India Ltd**  
**(A Government of India Enterprise)**

**Tender No.: HQ/AD/Packaged Drinking Water Tender-2015**

**TENDER DOCUMENT**

**NAME OF WORK: SUPPLY OF PACKAGED DRINKING WATER  
of 20/25 ltr JARS ALONGWITH HOT & COLD  
WATER DISPENSERS AT DFCCIL's  
CORPORATE OFFICE.**

**May'2015.**

**Corporate Office**

**Dedicated Freight Corridor Corporation of India Limited**

**5<sup>th</sup> floor Pragati Maidan Metro Station Complex**

**New Delhi-110001**

**Phone: +91-11-23454700; Fax: +91-11-23454701**

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## Section-1

### **Dedicated Freight Corridor Corporation of India Ltd.**

(A Government of India Enterprise under Ministry of Railways)

### **NOTICE INVITING BIDS**

DFCCIL invites bids in the prescribed Proforma in a single packet system through open tender from well established and reputed manufacturers and authorized distributors, dealers, agents for supply of Packaged Drinking Water alongwith 08 no. of water dispensers to be supplied free of cost at corporate office.

1.	Tender no.	<b>HQ/AD/Packaged Drinking Water Tender-2015</b>
2.	Name of Work	Supply of packaged drinking water of 20/25 ltr jar alongwith 08 no. of Hot and cold water dispensers at DFCCIL's Corporate office.
3.	Duration of contract	Two years.
4.	Estimated cost of work	Rs. 12 lakhs approx. for the contract period
5.	Cost of Tender Form (Non-Refundable)	Rs.2,100/- (incl. of 5% VAT)
6.	Earnest money deposit	Rs.24,000/- (Rs. Twenty four thousand only)
7.	Sale of Tender Form	26.05.2015 from 1100 hrs onwards
8.	Last date of receipt of bids	16.06.2015 till 1500 hrs
9.	Opening of bids	16.06.2015 at 1530 hrs.
10.	Address for communication	<b>GM/Admn</b> , Dedicated Freight Corridor Corporation of India Ltd., Room No.509, Vth floor, Pragati Maidan Metro Station Building, New Delhi-110001.

Tender form can be purchased from DGM/Admin, DFCCIL, 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001 on all working days from 1100 hrs to 1700 hrs and upto 1300 hrs on 16.06.15 on payment of Rs.2,100/- in the form of Demand Draft/Bankers Cheque in favour of **Dedicated Freight Corridor Corporation of India Ltd** payable at New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. Tender form can also be downloaded from the website [www.dfccil.gov.in](http://www.dfccil.gov.in). Detailed terms & conditions and future corrigendum/addendum will be posted on this website.

**DGM/Administration  
DFCCIL**

**Section-2**

**Format for submission of Offer.**

(On letter head of firm/company)

No. \_\_\_\_\_

Dated:- \_\_\_\_\_

General Manager /Admin,  
DFCCIL, Pragati Maidan Metro Station building,  
New Delhi.

**Sub.: Supply of packaged drinking water of 20/25 ltr jar alongwith 08 no. of Hot and cold water dispensers at DFCCIL's Corporate office.**

**Ref.: HQ/AD/Packaged Drinking Water Tender-2015.**

1. I/We-----have read the various conditions of tender attached hereto and hereby agree to a Tender document by the said conditions. I also agree to keep this tender open for acceptance for a period of **120 days** from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our full "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to Tender document by the General Conditions of the Contract and to carry out the work according to the Special Conditions of contract as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of **Rs. 24,000/-** is being submitted as Earnest Money in the form of Demand Draft/Pay Order No..... dated.....issued by.....  
(Name & Branch of the Bank).
3. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
  - i) I/We do not execute the contract agreement within 15(Fifteen) days of the date of issue of Letter of Acceptance or on receipt of notice by the DFCC administration that such documents are ready.
  - ii) I/We do not submit a Performance Security in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value as per the performa prescribed by DFCC, within 15 days of issue of letter of acceptance.

- iii) I/We do not commence the work within 15 days after receipt of Letter of Acceptance.
- 4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.
- 5. On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by DFCCIL for further participation in the future tenders of DFCCIL.
- 6. I/We certify that quoted rates are inclusive of all tax, duties and /or any other statutory levies including cost of spares required for replacement in water dispensers.
- 7. I/We do hereby confirm that I/We have the necessary authority and approval to submit this tender document for the supply of subject services to the DFCCIL. The following persons may be contacted for any information or clarifications relating to this Contract.

Signed .....

In the capacity of .....

Duly authorized to sign offers for and on behalf of

.....

Bidder's Name.....

## SECTION-3

### INSTRUCTIONS TO BIDDERS

#### **3.1 COST OF TENDER DOCUMENT**

Tender form can be purchased from DGM/Admin, DFCCIL, 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001 on all working days from 1100 hrs to 1700 hrs and upto 1300 hrs on 16.06.15 on payment of Rs. 2,100/- (inclusive of VAT@ 5%) in the form of Demand Draft/Bankers cheque in favour of **Dedicated Freight Corridor Corporation of India Ltd** payable at New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. The Tender document can also be down loaded from the website [www.dfccil.gov.in](http://www.dfccil.gov.in). In case the Tender document is downloaded from the website, the Tender document fee of Rs.2100/- in the form mentioned above must be submitted along with the offer. The tender offer without Tender document fee in case the document is downloaded from the web site will be summarily rejected.

3.2. The Tenderer must deposit **Earnest Money of Rs.24,000/-** in the form of Bank Draft/Demand Draft/Pay Orders issued by any Nationalized /Scheduled Bank drawn in favour of “**Dedicated Freight Corridor Corporation of India Ltd.**” payable at **New Delhi** along with the Tender document. A Tender offer unaccompanied with the Earnest Money of prescribed amount and in the prescribed form shall be summarily rejected. The Earnest Money of the tenderer shall be forfeited if:-

- (i) The tenderer withdraws his bid during the period of bid validity;
- (ii) If the successful bidder fails within the specified time limit to furnish the required performance security or sign the agreement;
- (iii) Any of the information furnished by the tenderer is not found to be true;
- (iv) The tenderer fails to commence the work within the time period stipulated in the tender, unless otherwise permitted by DFCCIL in writing.

The Earnest Money of the unsuccessful bidders shall be discharged/returned without interest as promptly as possible. The Earnest Money of the successful tenderer shall be converted to Retention Money/Security Deposit when he has signed the agreement and furnished the required performance security.

3.3. The bidders shall keep their offer open for a minimum period of **120 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the period of validity / extended validity.

3.4 All the pages of the tender documents, alongwith addendum/corrigendum shall be signed and stamped by the tenderer or his representative holding the Power of Attorney.

### **3.5 SUBMISSION OF BIDS**

The tender documents shall be submitted in one packet comprising tender document stamped and signed on all pages alongwith supporting documents as per requirement of Bid; Cost of Tender document and Earnest money;

The tender cover should state the following:-

(a) Name of Work :

(b) Tender notice No.:

(c ) Last date of submission of bids and date and time of bid opening:

(d) Submitted to :- GM/Admin, DFCCIL, Pragati Maidan Metro Station, New Delhi.

3.6. Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

3.7. The completed Tender document must be dropped in the tender Box kept for the purpose at Corporate office not later than the date & time mentioned in the “**Notice Inviting Bids**”. Any delay in the submission of Tender document due to postal delay or any other reason will be the responsibility of the tenderer. The Tender documents will be opened at 15.30 hrs on same day in the presence of representatives of the companies/firms, who choose to be present.

3.8. DFCCIL reserve all rights to reject any tender including of those tenders who fail 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 DFCCIL in this regard shall be final and binding. 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 bid.

- 3.9. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 3.10. Late/Delayed tenders shall not be considered for evaluation.
- 3.11. No tender can be withdrawn after submission and during tender validity period.
- 3.12. The Tenderer is at liberty to be present 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 tenderer should bring with him a letter of authority from the tenderer and proof of identification.
- 3.13. DFCCIL will not be responsible for non supply/non receipt of tender form due to postage/courier delay.
- 3.14. All entries in the tender form should be legible and filled clearly. Overwriting, cuttings, if any, must be initialed by the person authorized to sign the tender bids. The rates should be quoted in figures and in words. If there is any variation between the rates quoted in figures and in words, the rates quoted in “**Words**” shall be taken as correct.
- 3.15. DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.
- 3.16. Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.
- 3.17. **ELIGIBILITY CRITERIA .**
- (i) Bidder should have successfully completed at-least one work of supply of packaged drinking water costing not less than 35% of the estimated value of work in the last three years {i.e. current year and previous three financial years} for any Government department/PSU. (date of start of work may not fall in this period.). The bidder has to submit a certificate as per format given in Annexure-I.

**OR**

In case of ongoing contracts, the bidder should be carrying out at least one contract of supply of packaged drinking water in any Govt. department/PSU and should have rendered services continuously for a period of 24 months with average annual billing of 2.10 lakhs.

The period of 24 months will be considered as the financial year 2013-14 and 2014-15.



- (ii) The bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three financial years i.e. current year and preceding 03 years as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work.
- (iii) The bidder should be registered for manufacturing and selling packaged drinking water as per IS 14543:2004. The bidder has to enclose a valid BIS license alongwith the offer.
- (iv) Reputed manufacturers such as Bisleri, Kinley, Aquafina, Bailey, Kingfisher, Foster, Haywards, Mc Dowells etc. supplying packaged drinking water of 20/25 ltr jars as per above standards are eligible. The bidders must submit a certificate indicating whether they are manufacturers, authorized dealers, distributers etc. of the brand.
- (v) The bidder has to submit test report of packaged drinking water from Govt. recognized lab not older than 6 months confirming/showing all parameter of IS 14543:2004.
- (vi) The bidder should submit an Undertaking that the company/brand is not banned or black listed by any Govt. organization as given in Annexure-II

## Section-4

### General Terms and Conditions:

- 4.1 **DURATION OF CONTRACT:-**  
The contract shall be valid initially for a period of two years from the date of issue of LOA and thereafter it may be extended for a further period of one year on mutual agreement.
- 4.2 DFCCIL shall have the right to review the working of the contract from time to time and if at any time it is found that the Contractor has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, DFCCIL may terminate this contract after giving one month notice.
- 4.3 **Retention Money/Security Deposit-** On acceptance of the bid, the successful bidder shall submit a security deposit/Retention money equal to 5% of the contract value. The Earnest money of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of 10% from each of the running bill of the Bidder till the realization of full amount of security deposit as per contract. The amount of security deposit will be retained till the 60 days period after the completion of contract. The security deposit shall be returned to the contractor without any interest.
- 4.4 **Performance Security** - Besides, retention money, the successful bidder shall also have to submit performance security within 15 days of receipt of Letter of Acceptance, amounting to 5% of the contract value in the form **Bank Guarantee** as per prescribed format from any Nationalized/Indian scheduled commercial bank. The performance security will be furnished after LOA has been issued but before signing of agreement and should be valid upto two months after the completion of the contract. In case, the time for completion of work gets extended, the contractor shall get the validity of performance security extended to cover such extended time for completion of work plus 60 days.
- 4.5. When the contract is rescinded, the retention money shall be forfeited and the performance security shall be encashed.
- 4.6 The requirement of packaged drinking water at DFCCIL's corporate office is on the basis of tentative estimates and may vary as per our requirement.

## SECTION-5

### **SPECIAL CONDITIONS OF CONTRACT.**

- 5.1 SCOPE OF WORK.** The contractor will have to supply packaged drinking water of reputed brands such as Bisleri, Kinley, Aquafina, Bailey, Kingfisher, Foster, Haywards, Mc Dowells etc. (confirming to IS: 14543) and a total of 8 Nos. of dispensers (free of cost) as per our requirement at DFCCIL's corporate office (5<sup>th</sup> floor). The tentative requirement is about 900-950 jars of 20/25 ltr per month.
- 5.2 The contractor has to submit a water fitness certificate for IS: 14543 from recognized laboratory.
- 5.3 It is the duty of the contractor to install 08 no. of brand new water dispensers from reputed company such as Voltas, Atlantis, Blue Star etc. at our premises. DFCCIL shall not pay any rental/security/repair and maintenance charges to the contractor for machines installed. The contractor shall be responsible for the successful performance of the machines.
- 5.4 Maintenance / servicing of the dispensers including replacement of compressor tabs, relay, all kinds of pipes, wiring, all kinds of plugs, pads and replacement / repair of all other plastic parts which are required to make the machines in working condition during the period of contract at the exclusive risk, responsibility and cost of the contractor.
- 5.5 It shall be the responsibility of the contractor to supply jars as per requirement everyday including Saturday/Sunday and holidays. The contractor will provide replacement of empty bottles with filled one as and when required under the continuous process at DFCCIL's corporate office. No additional charges in respect of cost /rent/deposit for bottles/dispensers shall be entertained.
- 5.6 PENALTY CLAUSE:**
- (a) DFCCIL will have the right to take random water samples from any one of the bottles at any time and get it tested from Govt. approved laboratory. In case of failure of sample, penalty will be imposed as deemed fit, and the remaining contract is liable to be cancelled and the firm will be debarred from participation in future tenders.
- (b) The contractor shall be solely responsible for the quality of packaged drinking water supplied by him. Any complaint of supply of inferior/substandard quality of drinking water shall be examined/investigated and if the complaint is found true, DFCCIL reserves the right to impose penalty, as deemed fit by the competent authority or terminate the contract and forfeit performance security.

(c) If the services of contractor is not found satisfactory, or there is a delay in the supply of requisite quantity or the water dispensers are not got repaired/replaced within a period of 2 days, penalty of Rs. 1000/- per occasion will be levied. The decision of officer in charge (DGM/Manager({Admn})) will be final in this regard.

(d) DFCCIL shall be at liberty to terminate the contract if not satisfied with fitness of bottles and dispensers and purity of waters supplied by the contractor. In such a case DFCCIL will have the option to procure the water from alternate supplier at cost and responsibility of the contractor.

(e) DFCCIL shall have full right to terminate the contract and award any portion of the supply to any other agency at any stage in case of any breach of conditions of the contract at the risk and cost of the contractor.

#### **5.7 PAYMENT TERMS:**

Bill/invoice shall be submitted to DFCCIL at the end of month and payment will be made within 15 days of the submission of bills alongwith delivery challans.

5.8 The rates quoted by the bidders must be inclusive of all taxes/levies/duties. No other charges on account of transportation, delivery, labour, etc. shall be paid.

#### **5.9. EFFECT AND JURISDICTION OF CONTRACT**

The contract shall be considered as having come into force from the date the agency is empanelled by DFCCIL. The laws applicable to this contract shall be the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

#### **5.10. ARBITRATION**

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by MD/DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

**(Tender No.: HQ/AD/Packaged Drinking Water Tender-2015)**

**BRIEF DETAILS OF THE BIDDER**

SN	Name of the agency and address	
1	Address Head office/branch	
2	Telephone Nos. office: Mobile Nos. Fax Nos.	
3	Nature of business manufacturer/distributor / Dealer /Agent	
4	Status of firm whether Sole proprietor, Partnership, Limited Co. etc.	
5	Contact person name and contact Nos.	
6	Year of establishment of firm	
7	Copy of distributor/dealership/manufacturer (Documents attached)	
8	PAN No.	Attach proof
9	Tin No. /Service Tax No.	Attach proof

**On the letterhead of the Department issuing the certificate.**

**Performa for Experience Certificate**

**To whomsoever it may concern**

M/s. .... has supplied packaged drinking water to this department. Details of this work executed are as under :-

1. Name of work :
2. Agreement / contract No./  
Work Order and date :
3. Date of start of work :
4. Actual date of completion of work  
(if work has been completed ) :
5. Awarded value of the contract :
6. Actual value of work done  
(If contract has been completed) :
7. For Ongoing contract  
Billing for FY 2013-14 :  
Billing for FY 2014-15 :
8. Performance of the contractor :

Name & Signature of the officer with telephone number  
alongwith seal of Dept. and Ph.no.

**Annexure-II**

**Performa for Undertaking.{on the letterhead of the bidder}**

I \_\_\_\_\_ Proprietor/Director/Partner of the firm M/s. \_\_\_\_\_  
do hereby solemnly affirm that the firm M/s. \_\_\_\_\_ has never been black  
listed/debarred by any organization/office and there has not been any work cancelled  
against them for poor performance in the last three years reckoned from the date of  
invitation of Tender.

**Signature of Proprietor/Director/Partner**

**With official stamp.**

**Tender No.: HQ/AD/Packaged Drinking Water Tender-2015)**

**PRICE BID**

1.	Supply of Packaged Drinking water Jar in 20/25 ltrs (confirming to IS:14543) alongwith installation of 08 no. of brand new Hot/Cold Water dispensers.  The bidder should specify the Brand of packaged drinking water to be supplied during the contract period.	Rs.----- per jar of 20 ltrs. (all inclusive price)  or;  Rs. ----- per jar of 25ltrs. (all inclusive price)
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**The price bids will be evaluated on the basis of cost per litre of packaged drinking water. Lower rate per litre for either jar of 20ltr or 25 ltr will be considered for evaluation and payment.**

The rates quoted by the bidders must be inclusive of all taxes/levies/duties. No other charges on account of transportation, delivery, labour, etc. shall be paid.

(Signature of the bidder alongwith Stamp)



### **CHECK LIST OF DOCUMENTS.**

1. All pages of Bid document duly stamped & signed by authorized signatory;
2. Demand Draft of Rs.2,100/-as cost of tender form;
3. Demand Draft of Rs. 24,000/- as EMD;
4. Financial Bid;
5. Registration certificate/License from BIS ;
6. Test report of packaged drinking water from Govt. recognized lab not older than 6 months confirming/showing all parameter of IS 14543:2004.
7. Certificate of authorization as dealer/supplier/manufacturer of the brand of packaged drinking water;
8. Copy of Financial Statements as per Eligibility Criteria;
9. Experience Certificate as per Annexure-I;
10. Undertaking of not having been black listed as per Annexure-II
11. Registration certificate for Service Tax, VAT, PAN.