No. D-13021/1/2015-Admn. Government of India Ministry of Rural Development Department of Land Resources

NBO Building, Nirman Bhawan, New Delhi Dated: the 19.01-2017

To.

(As per list attached)

Subject- Award of contract for supply of potable drinking water jars/bottles to the Department of Land Resources.

Sir,

The Department of Land Resources intends to award annual contract for supply of potable drinking water in the following specifications:-

1. jars of 20 liter or 25 liter

2. bottles of 250ml, 500 ml, and 1 liter

of one of the following brands viz. (i) Bisleri, (ii) Kinley (iii) Aquafina (iv) any other brand fulfilling the conditions of the tender document in various rooms of the Department at Krishi Bhawan/ NBO Building (Nirman Bhawan)/ CGO Complex/residence of Hon'ble MOS(RD), New Delhi. The Department is looking for reputed firms having adequate familiarity/experience in the field. The estimated annual requirement could be around 1850 water jars of 20 liter, 6700 water bottles of 1 lt. and 5600 water bottles of 500 ml. The specification of the potable water shall be as per BIS 14543-2004.

2. The tender form (Annexure-I) must be sent in sealed cover prominently marked as "ANNUAL CONTRACT FOR DRINKING WATER JARS/BOTTLES". Interested firms may send their quotations in sealed covers addressed by name to the undersigned latest by 3.00 PM on $13 \cdot 2 \cdot 241$. The quotations will be opened on the same day at 4.00 PM in room No. 3, NBO Building, Nirman Bhawan, New Delhi in the presence of the tenderers or their representative who may wish to be present at that time.

3. <u>Terms and conditions of the tender & resultant contract shall be as</u> <u>under-</u>

(a) Estimated cost of the tender is Rs. 2 lakh. However, there may be a variation of 25% in the estimated cost of the tender.

(b) The contract will be for a period of twelve calendar months from the date of award of the contract. The contract may further be extended for a period of 03 (three) months on the same rates, terms & condition subject to satisfactory performance for the firm.

(c) Tenders from only those firms will be entertained which are registered for the services desired in the tender and have VAT No. and PAN No.

(d) **Experience:** On the date of opening of bids, the firm should have minimum two contracts for supply of drinking water to Govt. Departments/Autonomous bodies or PSUs and furnish necessary documents in this regard.

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(e) **Certificate of Satisfaction:** The firm should produce along with the bid certificates of satisfaction from at least two of their customers(Govt. Departments/Autonomous bodies or PSUs only) to whom they are supplying drinking water on the date of opening of bids by an officer not below the level of Under Secretary of Government of India.

(f) It may be noted that the selected tenderer would be required to supply potable drinking water in each and every room where water dispensers are installed in various floors/wings of the Department in Delhi. The supply is to be effected as and when required.

(g) In case firm is already providing the potable drinking water/ maintaining the water dispensers of any other Ministry/Department of Central Government, details thereof may also be furnished along with the quotations.

(h) The firm should be capable in supplying potable water on very short notice as and when required.

(i) The owner of the firm should be available on his direct telephone (office as well as residence) and also on mobile phone. Mobile number shall also be given.

(j) 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.

(k) The tender should be accompanied with the Earnest Money Deposit of Rs. 5,000/in the form of DD/ Performance Bank Gurantee from any of the scheduled Bank in favour of **PAO(LR)**, New Delhi.

(1) 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 should remain valid for 45 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 be for a period of one year which may be extended further for three months. It may specifically be noted that no changes/escalations in the accepted rates shall be allowed during currency of the contract.

(m) Contractor shall be responsible for payment of wages/ settlement of dues with workers engaged by the firm and the Department of Land Resources shall not be a party to any dispute between the contractor and workers.

(n) 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 Land Resources.

(o) The prospective bidders are free to seek any clarifications/ see the kind of requirement Department is looking for. Section Officer (GA), Room No. 12, NBO Buidling, Nirman Bhawan, New Delhi-110011. (Telephone No. 2306 3599 or 2304 4617) may be contacted with prior appointment on any working day before tender opening.

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(p) The contract shall be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactory as per the terms and conditions incorporated in the tender letter.

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(q) If any of the bidders have any objection with regard to the terms and condition of the tender, the same may be pointed out within 10 days of the issue of the tender documents.

(r) The tenderer whose quotation is finally accepted, shall have to furnish performance security in the form of Bank Guaranty of sum of Rs. 10,000/- (Rs. Ten thousand only) in favour of **PAO(LR)**, New Delhi. The earnest money shall be returned to the successful bidder only after depositing Rs. 10,000/-(Rs. Ten thousand only) as performance security.

(s) 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. Further 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.

(t) 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.

(u) Payment shall be released only on submission of water test reports with the bill.

(v) 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.

(w) The rates quoted by the tenderer should be inclusive of all taxes.

(x) The tenderer is required to submit an undertaking on plain paper that the company/firm had not been blacklisted by any Government Department, Autonomous body or any PSU.

(y) Payment shall be made on monthly basis after satisfactory supply of required quantity of water jars and bottles and submission of bill.

Yours faithfully,

(Rajesh Kumar) Under Secretary to the Govt. on India

Copy to: PSA, NIC with the request to upload it on e-procurement and Deptt.'s websites.

ANNEXURE-I

QUOTATION FORM

ANNUAL CONTRACT FOR PACKAGED DRINKING WATER FOR THE DEPARTMENT OF LAND RESOURCES.

11 Experience (Name of the **TWO** Govt. departments/Autonomous bodies or PSUs where the firm is supplying drinking water on the date of opening of bids and copy of AMC)

12 Certificate of Satisfaction: [from at least two of their customers (Govt. departments/Autonomous bodies or PSUs only) to whom they are supplying drinking water on the date of opening of bids].

Declaration

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. D-31011/03/2012-Admn., dated ______. Accordingly, I/ we hereby offer the rate for annual contract of drinking water jars/water bottles as indicated in the tender notice.

S. NO.	Brand	Rates offered (Rs.) per unit				
		20 ltrs jar	25 ltrs jar (if available)	1000 ml bottle	500 ml bottle	250 ml bottle
1.	Bisleri		n an an a fa a sua da se anna an a			
2.	Kinley					
3.	Aquafina					
4.	Any other brand					-

Note: Rates should be inclusive of all Taxes.

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Signature

Date

Specifications for Packaged Drinking Water - IS 14543: 2004

- 1. Water should be from any potable water source including public drinking water supplies systems.
 - a. It should be clear colourless / transparent/ agreeable taste and not having any objectionable odour.

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- b. The maximum turbidity, NTU should be 2.
- c. The total dissolved solids, mg/1, maximum should be 500.
- d. The pH value should be between 6.5 and 8.5.
- Drinking water filled in hermetically sealed containers of various compositions, forms and capacities that is suitable for direct consumption without further treatment.

4. Disinfections:

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The reduction by means of chemical agents and / or physical methods, of the number of Microorganisms to a level that does not compromise food safety or suitability.

5. Treatment:

- 5.1 Water intended for packaging may be subjected to treatment namely, decantation, filtration, combination of filtrations, aeration, filtration with membrane®filter, depth filter, cartridge filter, activated carbon filtration, demineralization, demineralization, ereverse osmosis or any other method to meet the prescribed standard and packed.
- 5.2 The drinking water may be disinfected to a level that will not lead to harmful contamination in the drinking water.

6 Hygienic Conditions:

Drinking water shall be collected, processed, handled, packaged and marked in accordance with the hygienic practices.

- 7. Be free from Escherichia coli, Coliform, Faecal Streptococci and Staphylococcus aureus, Sulphite reducing anaerobes, Pseudomonas aeruginosa, Aerobic Microbial Count, Yeast, Mould, Salmonella, Shigella, Vibrio Cholera and V, Parahaemolyticus.
- 8. Pesticides residues as covered under the relevant Rule of the Preventation of Food Adulteration Act, 1954 shall be below the detectable limits when tested in accordance with the relevant methods.
- 9. Packing (Specification in respect of Jars):

Drinking water shall be packed in clean, colourless, transparent and tamper proof jar / container made of polythelene (PE) conforming to IS 10146 or polyvinyl chloride (PVC) conforming to IS 10148 or IS 10151 or polypropylene conforming to IS 10910 or polyalkylene terephthalate (PET and PBT) conforming to IS 12252 or poly carbonate conforming to IS 14971 or polystyrene conforming to IS 10142 or sterile glass bottles suitable for preventing possible adulteration or contamination of the water.

10. Marking:

The following particulars shall be marked legibly and indelibly on the label of jar:

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- a) Name of the product.
- b) Name and address of the processor.
- c) Brand name if any;
- d) Batch or code number;
- e) Date of processing / packing.
- f) Best for consumption upto—(date/ month in capital letters) Or
 - Best for consumption within ____ days or months from date of packing.
- g) Net Volume.
- h) Direction for storage and
- i) Any other marking required under the standards of weights and measures.

Labeling Prohibitions:

- 11.1 No claims concerning medicinal (preventive, alleviative or curative) effects shall be made in respect of the properties of the product, covered by the standard. Claims of other beneficial effects related to health of the consumer shall be made unless true and non misleading.
- 11.2 The name of the locality, hamlet or specified place may not form part of the brand name unless it refers to packaged drinking water collected / processed at the place designated by the brand name.
- 11.3 The use of any statement or of any pictorial device, which may create confusion in the mind of the public or in any way mislead the public about the nature, origin, composition and properties of drinking water, is prohibited.
- BIS Certification and Marking

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- General requirement for Jars:
 - Filling and sealing of the jars should be done with automatic machines under hygienic conditions.
- 14 The Supplier should have his own laboratory for testing the water. A fitness certificate along with the analysis report with manufacturing & expiry date should be provided with each batch. The water should also be got tested from a Government laboratory or a reputed laboratory, every month and their report should be sent to consignee.
- 15 Alliance Air reserves the right to have the water tested from a laboratory of its choice without any reference to the party.
- 16 Supply to be effected from latest batch of manufacturing i.e with maximum shelf life and date of supply should be within 15 days of date of manufacturing.
- 17 The Supplier shall indemnify Alliance Air against any claim arising out of delay in supply of items covered in the contract and poor quality thereof or with regard to wrong, defective, adulterated or misbranded or stale items and shall make good to Alliance Air any loss or damages incurred thereby.

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