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भारतीय अक्षय ऊर्जा विकास संस्था सीमित
(भारत सरकार का प्रतिष्ठान)
INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD
(A Government of India Enterprise)

Annual Rate Contract (ARC)
Empanelment of Agency for supply of packaged
drinking water bottles for
IREDA Registered & Corporate Office

INVITATION TO BIDS

Bidders registered with MSME and SC/ST entrepreneurs with valid MSME Certificates can also participate in the bidding process. The startup agency / firms also invited to participate in bidding process if meeting Govt. startup norms / eligibility criteria.

REF NO: 03/ARC-SUPPLY OF PACKAGED DRINKING WATER /2020-21 DATED 13.08.2020

Corporate Office: 3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110066.
Registered Office: Core-4A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003.

SECTION – 1 (NOTICE INVITING TENDER)

- 1) Indian Renewable Energy Development Agency Limited (IREDA), a Mini Ratna (Category – I) Government of India Enterprise under the administrative control of Ministry of New and Renewable Energy Sources (MNRE), invite online bids on single stage two bid system from interested bidders for empanelment of Agency for supply of packaged drinking water of multi brands viz., Kinley / Catch / Aquafina / Bisleri etc. to meet the requirements of its Registered Office at India Habitat Centre, Lodhi Road and Corporate Office at Bhikaiji Cama Place, New Delhi. The estimated cost of the tender is approximately Rs.6.00 lakhs annually.
- 2) Interested bidders may download the tender documents from IREDA website, www.ireda.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given below:

S. No.	Description	Detailed information
1	Tender for	Empanelment of Agency under Annual Rate Contract (ARC) for supply of packaged drinking water of multi brands viz. Kinley / Catch / Aquafina / Bisleri etc. for IREDA Registered & Corporate office
2	Tender Reference Number	03/Tender-Drinking Water /2020-21 dated 13.08.2020
3	Date of release of bidding documents (document can be downloaded from IREDA website and CPPP)	13.08.2020 [Thursday]
4	Last date and time of receiving vendor pre-bid clarifications in writing, if any	20.08.2020 [Thursday]
5	Last date and time for bid submission	27.08.2020 [Thursday] at 1500 Hours
6	Bid opening date	28.08.2020 [Friday] at 1500 Hours
7	Name and address for communication	The General Manager (HR) Indian Renewable Energy Development Agency Limited, 3 rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110 066 Ph: 011-26717400-13 Fax: 011-26717416 Email: psreenivasan@ireda.in
8	Earnest Money Deposit [5% of estimated tender cost]	Rs.30,000/- in the form of Demand Draft / Banker's Cheque in favour of Indian Renewable Energy Development Agency Limited

- 3) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Tenderer / Bidder are advised to follow the instructions provided in the "Instruction to the Bidders" for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.
- 4) Not more than one tender shall be submitted by one tenderer / bidder having business relationship.
- 5) Tenderer who has downloaded the tender from the IREDA website and Central Public Procurement Portal (CPPP) website shall not temper / modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing any business with IREDA.

- 6) Intending tenderers are advised to visit again IREDA website and CPPP website at least 3 days prior to closing date of submission of tender for any corrigendum / addendum / amendment.
- 7) The original of Demand Draft / Banker's Cheque of earnest money deposit (EMD) in support of bid must be delivered to General Manager (HR), Indian Renewable Energy Development Agency Limited, 3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110 066 on or before bid opening date / time as mentioned in the schedule above.
- 8) No other documents will be accepted manually or in the form of hard copies.
- 9) Bids will be opened as per date/time as mentioned in the schedule above. After online opening of technical bid, the results of their qualification as well as price bid opening will be intimated through online.

SECTION – 2 (SCOPE OF WORK)

Empanelment of Agency for supply of packaged drinking water bottles / jars (200ml, 500ml, 01 ltr & 20 litres) of multi brands viz. Kinley, Catch, Bisleri, Aquafina etc. to meet IREDA's office requirement at its Registered Office at 1st Floor, East Court, Core-4A, India Habitat Centre, Lodhi Road, New Delhi – 110 003 and its Corporate Office at 3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110 066.

SECTION – 3 (ELIGIBILITY CRITERIA)

Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The Bid must be complete in all respects and bidder not meeting the eligibility criteria will not be considered for further evaluation.

Eligibility Criteria

The invitation to bid is open to all Bidders who qualify the eligibility criteria as given below:

- a) The firm / Agency should be Delhi based Authorized Distributor/Supplier/Franchise of the brands **(signed and scanned copy of documentary proof to be furnished)**.
- b) The Bidder should be having minimum three years' experience in the business of supplying packaged drinking water and should have office or supplying outlet in New Delhi within the range of 12 kms from its Registered Office, Lodhi Road, New Delhi.
- c) The tenderers should have satisfactorily carried out supply of packaged drinking water of 200ml, 500ml, 1ltr & 20 Ltrs. Jars for Government / Public Sector Undertakings or reputed Private Sector Companies during last 3 (three) financial years (i.e. 2017-18, 2018-19 & 2019-20) **(Signed and scanned copies of completion certificate / work order indicating the details such as date & year of work awarded, value of the contract etc. may be furnished)**.
- d) The Average cumulative Financial Turnover during the last three years (i.e. 2016-17, 2017-18 and 2018-19) should be Rs.25 to 30.00 lakhs alongwith annual turnover of the previous financial year should be at least 30% (i.e. 1.80 lakh) of the estimate cost of Rs.6.00 lakh **(Signed and scanned copy of documentary proof to be furnished)**.
- e) The Agency should have valid Registration No. of TIN / PAN, GST whichever is applicable **(signed and scanned copy of documentary proof to be furnished)**.

- f) The original Demand Draft / Banker's Cheque of Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty thousand only) in support of bid should be kept in a closed envelop and addressed to General Manager (HR) and drop in the tender box kept at IREDA Reception area at its Corporate Office at 3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110 066. **The EMD is to be deposited well in advance before the tender closing date & time. The EMD received after tender closing date & time will not be accepted on account of any reason.**
- g) MSE registered with DICs/KVIC/KVIB/NSIC/Directorate of Handicrafts and Handloom/UAM or any other specified by Ministry of Micro, small & Medium Enterprises (registered for supply of drinking water services) are exempted from submission of EMD/bid security Deposit on production of requisite proof in the form of valid certificate for the said service with due validity period till tender last notified closing date & time. No request of the participator bidders for exemption under this clause will be accepted, if the validity period of MSME Certificate is expired or they have just applied for MSME registration or not having MSME Certificate for providing drinking water services.
- h) The MSME and startup agency / firms will be given preference / relaxations, as per Govt. norms.
- i) The bidder has to provide an undertaking indicating that their firm / agency have not been banned / blacklisted by any Central Govt. / Ministries & Departments and CPSEs during the last 5 years' period **(signed and scanned copy of undertaking may be furnished).**

Failure to provide the desired information and documents may lead to disqualification of the bidder.

SECTION – 4 (INSTRUCTIONS TO BIDDERS)

- 1) The Bid shall be submitted online.
- 2) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- 3) The offers submitted by Fax / E-mail shall not be considered. No correspondence will be entertained in this matter.
- 4) The Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand Only) by way of Demand Draft / Pay Order / Banker's Cheque in favour of IREDA, payable at New Delhi in case of Non-MSME vendors.
- 5) All rates and amount shall be quoted strictly as per the online price bid format in Indian rupees only.
- 6) The rates quoted, should clearly specify all the service charges and taxes applicable separately in the column meant for it. In case, this information is not indicated in the quotation, it would be presumed that the rates quoted are inclusive of service charges and all type of taxes/duties. The GST whichever applicable should be shown separately in the Price Schedule.
- 7) The quotation/tender without EMD or MSME valid Certificate will be considered as unresponsive and rejected. The bidder shall write the company/agency/shop/firm name on the back side of the EMD.
- 8) The agency should not have been blacklisted by any Central /State Government/Public Sector Undertaking in India.
- 9) Bids shall be kept valid for acceptance for a period of 3 (three) calendar months from the date of opening of Bids. A price bid valid for a shorter period less than 3 months from the date of opening may be rejected by IREDA as non-responsive.

- 10) Prior to detailed evaluation, IREDA will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive bid is one which confirms to all the terms and conditions of the bidding documents without material deviation. The Owner's determination of bids responsiveness will be based on the contents of the bid itself. A bid determined as not substantially responsive will be rejected by IREDA and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 11) Bid evaluation shall be made on the basis of least evaluated cost and meeting requirements of IREDA.
- 12) The contract may be awarded to more than one party on parallel contract basis.
- 13) IREDA does not bind itself just to accept the lowest financial bid and reserves the right to accept or reject any or all bids without assigning any reason.
- 14) The bidder shall complete the proposal sheets and all the pages of the bid shall have initials of the person or persons signing the bid as a token acceptance of all the terms & conditions of this tender.
- 15) Sub-letting of contract is not allowed, after award of work order. If any such matter comes to IREDA notice, the contract will be cancelled. EMD / Bid Security will be forfeited and the Agency will be blacklisted with a notice to the main water supply company.
- 16) The EMD / bid security is required to protect the Owner against the risk of bidder's conduct which would warrant the security forfeiture.
- 17) The EMD of the bidders except that of the successful bidder will be returned within sixty (60) days after the award of contract or 30 days after the expiration of the period of bid validity, whichever is earlier.
- 18) No interest or any other cost will be payable by IREDA on the EMD / Bid Security.
- 19) The EMD of the awardee agency shall be converted into security deposit and shall be released on the successful completion of the contract. No interest shall be payable by the IREDA on the security deposit.
- 20) No bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of EMD of the Bidder.
- 21) IREDA will evaluate and compare the bids based on the information asked in the tender document vis-à-vis documents submitted by the bidder.
- 22) Arithmetical errors will be corrected on the following basis:
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
If there is a discrepancy between the amounts in Words and Figures, the amount in Words will prevail.
If the Bidder does not accept the correction of the errors as above, the Bid will be rejected and the amount of Bid Security will be forfeited.
- 23) IREDA reserves the right, to accept any bid (not necessarily the bid having lowest bid prices) or to reject any or all bids or to cancel / withdraw the invitation to bid or to annul the bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.
- 24) IREDA can withdraw / terminate the contract at any time on account of any reason or in case the services are not found satisfactory.

- 25) The tender submitted by tenderers shall become the property of IREDA and participating agency/firm shall have no right /obligation to ask for return the same.
- 26) Canvassing in connection with the tenders in any shape/way/form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection by IREDA without prejudice.
- 27) If a tenderer deliberately/knowingly provides wrong /false information/credentials/ documents in support, IREDA reserves the right to terminate/rescind the contract at any stage, forfeit the EMD and other dues of the Agency / firm, if any, and to take any other action as may be deemed fit.
- 28) On receipt of letter of award of contract from IREDA by the successful firm/agency, the acceptance to the same have to be conveyed within 7 working days of receipt of letter. Failure to accept the work order/enter into the required contract shall entail cancellation of work order and forfeiture of the EMD/security deposit.
- 29) Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to an criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Agency under the Contract.
- 30) The submission of quotation will not place this office under any obligation to empanel the tenderer and no expenses incurred by you in this regard will be reimbursed by IREDA Ltd.
- 31) Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 32) Decision of Competent Authority, IREDA shall be final & binding on both the parties in respect of all matters of dispute arising out of this tender.
- 33) If any dispute or difference of any kind whatsoever shall arise between the Owner and the Agency/firm, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the GM (HR), who within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the Agency / firm.
- 34) Arbitration: In case of any dispute between the Agency and IREDA arising out of or in relation to the contract, the dispute shall, be referred to a sole Arbitrator to be appointed by Competent Authority and the decision of such Arbitrator shall be conclusive and binding on both the parties. The Arbitration shall be governed by the provisions of the Indian Arbitration Act 1940 and subsequent amendments therein.
- 35) Jurisdiction: The courts of Delhi will have jurisdiction over all legal disputes under this contract.
- 36) Notification of Award of Contract will be made in writing by registered post / speed post or by hand to the successful bidder by IREDA. The notification of award shall constitute the formation of contract.

Section – 5 (Other Terms & Conditions)

1. The rates quoted in the financial bid would be applicable for one year. IREDA shall not entertain any request for escalation in cost/price on account of any reason whatsoever during the period of empanelment. Any modification in offer/rates after the tender/bids opening date, will not be considered.
2. The contract will be awarded for a period of one year. However, extension will be considered keeping in view the various factors such as prevailing market price, satisfactory performance of the firm, etc. IREDA reserves the right to terminate the contract at any time without assigning any reason whatsoever.
3. The contractor shall be solely responsible for quality of the packaged drinking water supplied by him. Any complaint of supply of inferior / sub-standard quality of drinking water shall be examined / investigated and if the complaint is found to be true, IREDA reserves the right to impose penalty as deemed fit by the competent authority or terminate the contract and forfeit the security. The EMD / security will also be forfeited in case of rejection to accept the work order by the selected agency.
4. It shall be contractor's responsibility to supply the drinking water bottles / jars as per requirement every day.
5. The Contractor shall provide minimum 06 water dispenser machine along with packaged drinking water jars having facility for hot/cold water supply, without any extra charges. The responsibility of repair & maintenance of these water dispensers will be of the Agency. In case, any of the dispenser requires repair for more than one day, then, an alternative dispenser will be provided by the Agency.
6. The contractor will provide more machine(s) / dispensers, as and when required by the Company.
7. The mineral water supply should be stringent quality standards meeting hygienic and notified specifications by the Govt./WHO/BIS for the mineral water. In case, it is observed that the mineral water supplied is not of good taste, the same will be replaced without any charges. You may also be asked to test the supplied water as per laid down norms once in a quarter in the presence of IREDA officials and submission of report thereof.
8. The record of supply of packaged drinking water bottles / jars should be duly checked & verified by the authorized official of IREDA and the same will be enclosed along with the bill for checking and for release of payment.
9. In case, your Agency fail to supply the mineral water within 03 hours of reporting, IREDA will be free to procure the mineral water jars from the open market at your cost and the amount of the same will be deducted from the monthly bill.
10. The mineral water supply in bottles / jars shall be on daily / alternate day basis, as per requirement. The delivery should be made preferably in the evening by 8.30 P.M. or in the morning by 7.30 A.M.
11. The mineral water in crystal clear jars (20 litres) / water bottles shall be supplied to IREDA in a factory fitted "Tampered & Adulteration Evident seal".
12. The agency participating in tendering process will provide timely services as and when informed by IREDA during the period of empanelment failing which agency will be blacklisted for non-satisfactory services.
13. The frequency of the billing of the Agency / firm to whom work awarded will be once in a month before 5th day of every month. The monthly payment after deductions, if any, will be released by IREDA within 30 days of submission of pre-receipted bill in duplicate.

Section – 6 (Submission of Tender)

The tender shall be submitted online in two part, viz Technical Bid and Financial Bid.

- 1) All the pages of bid documents being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- 2) The offers submitted by Fax / E-mail shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

Bidders are advised to download the following documents as it is from <https://eprocure.gov.in/eprocure/app>

- 1) Bid format.docx
- 2) Bid Earnest Money.docx
- 3) Letter of undertaking.docx

Apart from above, bidders are requested to submit signed and scanned copy of all the documentary evidence online, as indicated in the technical bid.

Price Bid

In the Price Bid, **along with the name of bidder, brand for which rates are being quoted is to be specified compulsorily.** The price bid format is provided as **Price Bid_Drinkingwater.xls** along with the tender documents at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this **Price Bid_Drinkingwater.xls** as it is and quote their offers / rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper / modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with IREDA.


We agree to all the general terms & conditions of this tender document.

Signature of the Bidder: _____

Seal & Stamp of the Agency/Bidder: _____

Place: _____

Date: _____

 इरेडा IREDA IS/ISO 9001:2015 Certified ISO/IEC 27001:2013	भारतीय अक्षय ऊर्जा विकास संस्था सीमित (भारत सरकार का प्रतिष्ठान) INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD (A Government of India Enterprise)
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Bid for Supply of Packaged Drinking Water

1. Name of the Agency: _____
2. Agency Status
[Proprietor / Partnership / Pvt. Ltd. / Public Ltd. etc.] _____
3. Address of the Agency: _____

4. Agency owner Name and Telephone / Fax / Email: _____
5. Authorized distributor / supplier / franchise of (specify brand) (Certificate to be attached): _____
6. No. of years in Similar Business: _____

7. RTGS Details:

Sl. No.	Particulars	Details
a)	Party Name as appears in Bank Account	
b)	Account No.	
c)	Bank Name	
d)	11 digit IFSC Code (for remittance through RTGS)	
e)	Name of Branch	

(supported with legible documentary evidence i.e. Passbook or cheque copy)

8. Registration /Taxes Details:

a)	GST / Service Tax No. / VAT / TIN	
b)	PAN	
c)	Agency Registration no.	
d)	MSME Registration No. & Category	

(supported with legible documentary evidence)

9. Details of Earnest Money Deposit (EMD), if applicable:

a)	Cheque / DD No.	
b)	Amount (Rs.)	Rs.30000/- [Rupees Thirty thousand only]
c)	Date	
d)	Bank name	

10. Contracts executed / presently in hand where providing the packaged drinking water

S. No.	Name of the Organization	Approx. value of the Contract (in Rs.)	Officer concerned in the Organization with Tel. Nos.	Period	
				From	To

(Supporting documents may be attached)

11.	The Average Cumulative Turnover in past 3 years should be Rs.25-30 lakhs alongwith annual turnover of the previous financial year should be at least 30% of the estimated cost of Rs.6.00 lakhs. i.e. Rs.1.80 Lakhs	2016-17	2017-18	2018-19

12. Whether your agency /firm/shop has been blacklisted by any Govt. / CPSEs during last 5 years (Yes / No): _____
If yes, please provide details.

13. Whether the Director / Owner / Proprietor / Partner of the firm / agency has any relationship with any of the IREDA employees / any of the Directors of IREDA, if so, details to be provided: _____

Signature of the Bidder: _____

Seal & Stamp of the Agency/Bidder: _____

Place: _____

Date: _____

BIDDER'S LETTER FOR EMD

To

The General Manager (HR)
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaji Cama Place,
New Delhi – 110066

Sub.: Tender No. 03/Tender-Drinking Water/2020-21 dated 20.07.2020 for Empanelment of Agency under Annual Rate Contract for supply of packaged drinking water bottles / jars (20 litres) for IREDA Registered and Corporate Office

Sir,

We have enclosed an EMD in the form of a Banker's Cheque / Demand Draft No._____ issued by the branch of the_____Bank, for the sum of Rs.30,000 (Rupees Thirty Thousand only). This EMD is as required as per the above referred tender documents.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name: Designation:

Seal:

Date:

Business Address:

UNDERTAKING

I/We _____ (name of the Agency with address) _____ giving an undertaking that our firm has never been banned / blacklisted by any Government Department / Ministries / CPSEs during last 5 years.

Signature of the Bidder: _____

Seal & Stamp of the Agency/Bidder: _____

Place: _____

Date: _____