



सत्यमेव जयते



Fair Competition  
For Greater Good

**Competition Commission of India**

Hindustan Times House, 3rd Floor,

18-20, Kasturba Gandhi Marg, New Delhi - 110 001

Tel: 011-23473600 Fax: 011-23704686

D-13021/2/2015/V-II (71A)

Dated: 9<sup>th</sup> Sep, 2016

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**TENDER NOTICE**

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**Subject: Annual Contract for supply of Packaged Drinking Water Jar (20 litre) in CCI**

Sealed tenders are invited for supply of packaged drinking water of Catch/Kinley/Himalaya brands only in the Competition Commission of India (CCI). The approximate quantity required to be supplied will be 600 jars in 20 litre capacity per month. The eligibility criteria, terms and conditions have been indicated in Annexure-A. Reputed firms supplying abovementioned branded mineral water to Ministries/Departments of Govt. of India/PSUs/Statutory Bodies/reputed private organizations may apply. The tender shall be accepted in two bid system. An EMD of Rs.25,000/- (Rupees twenty five thousand only) in the form of Demand Draft/Pay Order in favour of Competition Commission of India (Competition Fund) A/c payable at New Delhi must be attached. Interested firms must enclose the details of firms as per Annexure-B and Demand Draft towards EMD amount. The financial bid shall be submitted in the Annexure-C.

Sealed tenders complete in all respect must be submitted to Commission Office's reception (3<sup>rd</sup> Floor) at Hindustan Times Building, 18-20, Kasturba Gandhi Marg, New Delhi-110001 latest by 29/09/2016 upto 03.00 PM. The technical bids shall be opened on the same day at 3.30 PM. Incomplete & conditional tenders shall be summarily rejected. The CCI reserves the right to reject any or all the tenders without assigning any reason thereof.

(Ramesh Chand)

Deputy Director (CS)

Tele: 23474689


Terms and Conditions

1. Last Date & Time of Receipt of Tender: 29/09/2016 at 15:00 hrs.
2. Date & Time of Opening of bids: 29/09/2016 at 15:30 hrs.
3. Date & Time of Pre-bid meeting: 26/09/2016 at 16:00 hrs.
4. Place of Submission of Bids: Reception of CCI (3<sup>rd</sup> Floor)  
Hindustan Times House, 18-20  
Kasturba Gandhi Marg  
New Delhi - 110001
5. Eligibility Criteria:
  - (i) The registered firm should be an ISO 2000 certified manufacturer /supplier of Catch/Kinley/Himalaya brands drinking water.
  - (ii) The firm should have experience of at least 3 years in the relevant field and should enclose proof of having worked with reputed organizations/Department of Govt. of India/PSU/Statutory Bodies.
  - (iii) The Firm should be registered under Service Tax/Sales Tax/VAT Registration/PAN (Copies to be attached). The firm must submit latest VAT/Sales tax clearance certificates. In absence of these documents, the tender will not be entertained.
  - (iv) Details of current and previous clients are to be submitted by the Agency/Firm.
  - (v) The firm should have an establishment/storage facility with valid Govt/MCD/NDMC license (Copies of relevant documents to be attached)
  - (vi) The firm should not have been blacklisted by any reputed organizations/Departments of Govt. of India/PSU/Statutory Bodies. Nor any criminal case is registered against the firm. (Undertaking to this effect is to be attached with the bid).
  - (vii) The firm should possess Certificate of Food Safety and Standards Authority of India or Food Supply and Standard Certificate from NCT of Delhi. (Copy to be attached).
  - (viii) The annual turnover of firm should be one crore or more during last three years. (Copies of proof to be attached) from the business of supplying /manufacturing potable water jars.
6. Earnest Money Deposit (EMD): The bidder shall furnish an amount of Rs.25,000/- (Rupees twenty five thousand only) by way of Demand Draft drawn in favour of "Competition Commission of India (Competition Fund) Account" payable at New Delhi. The EMD of the unsuccessful bidder will be returned subsequent to the award of the contract to the successful bidder. The EMD of the successful bidder will be returned on submission of performance guarantee.



7. Performance Guarantee: The agency selected for the work shall deposit a performance guarantee equivalent to 10% of the total value of the work in the form of the Bank Guarantee issued by a nationalized bank. The performance guarantee shall be valid at least for a period of three months over and above the validity of the contract period. The performance guarantee will be released by CCI after the period of one year is over and without interest, subject to the conditions that no losses are incurred to the CCI due to the firm or their employees and no statutory dues on account of service to CCI pending against the agency/firm.
8. The contract will be awarded for a period of one year initially. However, on the basis of performance of the agency, it can be renewed for further period of one or more years, solely at the discretion of CCI on mutually agreeable terms.
9. The contract may be terminated at one month's notice by the Competition Commission of India, if any of the stipulated conditions agreed upon by the selected agency is not met to the satisfaction of CCI or even without assigning any reason thereof by the CCI. In case of termination/ withdrawal of service within the contract period by the agency, three months prior notice must be given by the agency.
10. The quality of the water should be as per the terms of BIS/ISO. The average consumption of water may vary as per actual consumption of water on day to day basis.
11. No security deposit will be deposited with the firm by CCI for jars supplied.
12. The water should be supplied on all working days at different sites/floors of CCI as directed by CCI, at the cost and risk of the firm. No extra payment will be made for this purpose. The firm should ensure the delivery of jars latest by 9.00 AM. . The firm should also be in a position to supply water at a short notice as well as on holidays/Sundays or as and when required.
13. The persons deputed for supply of water should be duly authorised by the firm/authorised dealer.
14. The firm should ensure that the supply voucher is signed by the designated officer/officials on daily basis.
15. Price quoted should be inclusive of delivery and handling charges. The price quoted will remain fixed throughout the contract period except for any changes made in statutory levies by the Government. However, if there is a fall in prices due to any cause, the price will be reduced. Taxes/duties should be mentioned clearly while quoting the rates.
16. The seal of the jar should be maintained as per BIS/ISO norms for packaged mineral water. Documentary proof for the same is to be attached with the bid.
17. The firm should provide in house and out house lab test reports on quarterly basis.



18. In the event of supplied mineral water found to be not meeting the BIS/ISO standards when sent for testing by the Medical Store Depot, the supplier firm shall be debarred from participation in future tenders and the pending bill shall be held and the tender shall be cancelled. The performance guarantee will also be forfeited.
  19. Payment Schedule: Payment to the agency will be made on monthly basis after receipt of the bills and verification of the day to day supply receipts. No advance payment will be made under any circumstances.
  20. The contractor/supplier shall solely be responsible for the safety of life and property of its employees during the execution of assigned work. The relationship between the CCI and contractor/supplier shall be that of principal and independent contractor/supplier. Nothing in this tender or agreement shall constitute the contractor, its designated person (s) or any personnel of the contractor, an employee, agent or servant of the CCI.
  21. Responsibility of the Agency/Firm:
    - (i) Tenders should be filled with neat, legible and correct entries both in figure as well as in words. Alteration, erasers and indistinct figures should be avoided. Any correction in the quoted words by the tenderers shall be made in ink only and shall be signed by the tenderer/authorised person.
    - (ii) The submission of tender by a tenderer implies that he had read this notice and the Terms and Conditions of the contract and has made himself/herself aware of the scope and specifications of the work to be done and of the local conditions of the work place.
    - (iii) Tender must be submitted on the Tender documents issued by CCI/downloaded from the website of CCI. Intimation of tender by FAX/Mail is not acceptable.
  22. Submission of Tender:
    - (i) The technical bid as per the format prescribed in Annexure B and Financial Bid in the format as prescribed in the Annexure C must be submitted in separate covers. The cover containing financial bid must be sealed.
    - (ii) Both the covers of financial bid and technical bid alongwith EMD are to be put in a single big envelop superscribed with "Tender for supply of potable water and must be dropped in the Tender Box kept at the Reception of CCI at Hindustan Times House (3<sup>rd</sup> Floor) by 15 Hrs on 29/09/2016.
    - (iii) A pre-bid meeting will be held on 26/09/2016 at 16.00 hrs by Deputy Director (CS). The interested bidders may attend the pre-bid meeting in the O/o CCI at 3<sup>rd</sup> Floor, Hindustan Times House, KG Marg, New Delhi - 100001.
    - (iv) Financial bids of only those bidders whose technical bids are acceptable/qualified will be opened.
    - (v) Late/delayed submitted tenders due to any reason, whatsoever will not be accepted/considered, at all under any circumstances.
    - (vi) The tender shall remain open for acceptance for a period of 90 (Ninety) days from the last date of submission of tenders.
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23. CCI does not bind itself to accept the lower-bid or to give any reasons for its decisions. The CCI reserves the right to reject any or all of the tenders received without assigning any reason thereof.
24. In case of any dispute, CCI shall have the right to appoint an Arbitrator whose decision shall be final & binding on both the parties.
25. CCI reserves the right to cancel/withdraw the present tender at any stage without assigning any reason thereof.

Read and understood the terms & conditions above:



( Signature of the authorized person)  
With complete address and seal

**DETAILS OF THE FIRM(S) SUBMITTING TENDER**Last date & time of submission: 29/09/2016 Upto 3:00 PM

Name of the work : supply of packaged drinking water of Catch/Kinley/Himalaya brands

Sl. No.	Particulars	Information/ document submitted by the bidder
1.	Name of the firm with Registration No./ ISO 2000 certification (with documentary proof to be attached)	
2.	Full address of registered company with Tel. No., Fax No. and e-mail address.	
3.	Address of distributor point with telephone No.	
3.	Name(s) of the Proprietor/ Partners with contact telephone numbers	
4	Amount of annual turnover last three years i.e, 2013-14, 2014-15 & 2015-16 (proof to be attached):	
5.	Service/Sales Tax/VAT/PAN No. (with documentary proof to be attached)	
6.	Authorisation certificate in case of authorised dealers	
7.	Certificate regarding non-blacklisting of the firm by any Govt. Department/PSUs/ Autonomous Organization etc. Nor any criminal case is registered against the firm (To be furnished on the letter head of the bidding organization).	
8	Details of Food Safety and Standards Authority of India or Food Supply and Standard Certificate from NCT of Delhi (Copy of certificate to be attached)	
8.	Particulars of Demand Drafts annexed as Earnest Money	

(Signature of the tenderer)

With complete address and seal

Tel. No. : .....

Mobile No.: .....

Place : .....

Date : .....



Annexure-CProforma for Financial BidLast date & time of submission: 29/09/2016 Upto 3:00 PM

Name of the work : supply of packaged drinking water of Catch/Kinley/Himalaya brands

Name of the Firm.....

Particulars	Brand Name	Rate in Rs *	Taxes as applicable	Total Rate	in Words
20 Litre Water Jar  (Mention Brand name) Catch/Kinley/Himalaya					

\* The above rate should be inclusive of delivery and handling charges.

Signature of the authorized person

Date:

Name:

Place:

Seal:

