

<b>Bid Closing Date: May 09<sup>th</sup>, 2014</b>	<b>Bid closing time: 1300 Hrs.</b>
<b>Bid opening date: May 09<sup>th</sup>, 2014</b>	<b>Bid opening time:1400 Hrs.</b>
<b>Financial Bid Opening: May 09<sup>th</sup>, 2014</b>	<b>Financial Bid Time: 1600 Hrs.</b>

### **TENDER FOR SUPPLY OF PREMIX BEVERAGE IN NIELIT HEADQUARTERS**

The National Institute of Electronics and Information Technology (NIELIT), an autonomous Scientific Institute of Department of Electronics and Information Technology(DeitY), Ministry of Communications and Information Technology, Govt. of India is mandated with carrying out HR development and related activities in the areas of Information, Electronics and Communications technologies.

With the presence in about 30 locations all over the country through its own Centres/Extension Centres/Branch offices/Regional offices etc., NIELIT's Headquarters is in Electronics Niketan, 6, CGO Complex, Lodi Road New Delhi.

NIELIT invites offers from reputed parties/ agencies having experience in supplying the premix beverages in reputed organization at the premises of its Headquarters located in and around Lodi Road area. The Tender would be governed by the following terms and conditions :

#### **GENERAL TERMS AND CONDITIONS:**

1. The bids must be submitted in a sealed cover and marked "**Quotation for Supply of premix beverages**".
2. The 'Qualification Bids' and 'Financial Bids' must be submitted separately in the proforma prescribed by NIELIT as per the Annexure 'I' and Annexure 'II' respectively.
3. The Bids should be sealed in a cover and addressed to the Deputy **Director (Tech.), NIELIT Head Quarters, Electronics Niketan, 6, C GO Complex, New Delhi.**
4. Late bids shall not be entertained and no correspondence in this regard shall be entertained.
5. Incomplete bids are liable to be rejected.
6. **EARNEST MONEY DEPOSITE (EMD):** All bids are required to enclose a Pay Order/Bank Draft of Rs. 7500/- in favour of NIELIT, New Delhi as EMD. Bids received without EMD shall be rejected. In case the successful bidders fail to deposit performance security as stipulated in Clause 7, hereunder, within 10 days of awarding of contract, the EMD may be forfeited. The EMD submitted by other bidders would be refunded within one month of the finalisation/identification of the bidder/contractor. No interest shall be payable on the amount of EMD.

7. **PERFORMANCE SECURITY:** Successful bidder will be required to furnish performance security @7% of the estimated value of the contract in the form of DD/ Bank Guarantee/ FDR. The DD/Bank Guarantee/ FDR should be valid for 26 months from the date of award of contract. In case successful bidder fails to provide satisfactory service, performance security is liable to be forfeited. In this regard the decision of NIELIT will be final and binding upon the firm to which the contract has been awarded.
8. The rates quoted by the successful bidder will remain valid for a period of two years from the date of award of contract and can be extended for further period on mutual consent.
9. The Society reserves the right to accept or reject any bid without assigning any reason whatsoever.
10. The contract can be terminated at any time without assigning any reason by giving a notice of two months by either party.
11. The items to be supplied must be having a brand value in the market.
12. The items to be supplies must be well packaged and not having any defects at the time of supply.
13. There must be a quality assurance for each and every raw material provided by the vendor.
14. The supplier/ vendor shall not sublet or assign the job or any part of the job to any other party.
15. The supplier/ vendor must either be a manufacturer or an authorized dealer of the items to be supplied.
16. Any violation of the terms and conditions as stipulated in the Tender Document will render the Contrat null and void at the option of the NIELIT. Any disputes arising out of the contract will have the decision of the Managing Director, NIELIT binding and final.

#### **SCOPE OF WORK:**

The Work is to supply the premix beverage( as per samples being used) for the Dispensing machines/ Vending Machines installed in the office of NIELIT at Electronics Niketan, CGO Complex New Delhi and NBCC building at Lodi Road.

The items to be procured presently would be as under:

1. Instant Coffee Powder in flavours such as Cappuccino, Moccachino and Regular flavours
2. Different flavors of Tea powder like Eliachi (Cardemom), Masala, Ginger, Lemon Grass and Regular
3. Tomato Soup
4. Lemon Tea

The vendor must be having the stocks of all the above both, in Sweetened and unsweetened varieties. All the above items should conform to quality standards specified by BIS/ PFA/ ISO 9002/ HACCP/ FSSAI 2006 norms.

### **THE ANNUAL VALUE OF CONTRACT**

The annual value of procurement of such items would be approximately 1.5 lacs.

### **COMMENCEMENT OF THE CONTRACT**

The Contract shall be effective from the date of Letter of Acceptance by both parties (i.e. NIELIT and the selected vendor) for a period of 2 years which may be extended for a further period of one year at the same rates, terms and conditions at the sole discretion of NIELIT.

### **TIME SCHEDULE FOR COMPLETION OF THE WORK**

The supply must be delivered to the address communicated to the vendor as per schedule apprised on phone/ email/ in person/ Purchase Order by NIELIT.

### **TERMINATION OF CONTRACT**

#### **A. Termination on expiry of the CONTRACT**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the NIELIT has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

#### **B. Termination on account of insolvency**

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the NIELIT shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

#### **C. Termination for unsatisfactory performance**

If NIELIT considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, NIELIT shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. NIELIT shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the NIELIT.

NIELIT shall have the right to terminate this contract at any time by giving 30 days prior written notice and no cost or damage or any amount shall be payable by NIELIT on this account (except) for the work already done by the contractor.

### **CONSEQUENCE OF TERMINATION**

In all cases of termination, the obligation of NIELIT to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

### **RATES**

The rates quoted should be inclusive of all levies/ taxes including cartage, service Tax etc. and shall be firm for the entire period of contract.

### **LIQUIDATED DAMAGES**

In the event of the successful bidder's default in maintaining the agreed time frame schedule set out in the Order, NIELIT shall have the right to cancel the order at any time after expiry of scheduled time frame and make alternative arrangement at the discretion of NIELIT in which case extra expenditure involved, will be recoverable from the successful bidder

In the alternative, successful bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of goods in respect of which default in delivery takes place as an agreed pre estimate of the damage suffered. After 8 weeks of delay, the order shall stand cancelled and the Performance Security deposited by the bidder shall be forfeited.

If services of the contractor are not found satisfactory a penalty of Rs 500/- per day towards deficiency in service will be levied and the amount will be deducted from the final bill. In this regard decision of NIELIT shall be final and binding.

### **INDEMNIFICATION**

The Contractor hereby agrees to indemnify and hold NIELIT harmless from any loss or liability, (including all/any attorney's fees and related legal expenses), arising out of any claim for damage to Contractor's property and injuries to or death of Contractor's employees and agents, consultants caused by, or incidental to Contractor's performance under this Contract, regardless of whether any such loss, liability, injury or death may be caused by negligence of NIELIT, its third party agents or its employees.

NIELIT and Contractor agree to indemnify and hold one another harmless from any loss, expense or liability, including all/any attorney's fees and related expenses arising out of any claim presented by third parties for personnel injuries or death, or property or equipment damage which is attributable to the negligence of NIELIT and/or Contractor caused by, or incidental to the performance of each party under this Contract.

### **PAYMENT TERMS**

- No advance payment would be made.
- Bill/Invoice shall be submitted to NIELIT after the delivery and Payments will be made within 15 days of receipt of the bill/Invoice.

### **ARBITRATION**

In the event of any disagreement / dispute arising in connection with execution which cannot be settled in an amicable manner between the Contractor and NIELIT, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 or as amended from time to time. The venue for such arbitration will be New Delhi. During the pendency of the arbitration proceedings or till the expiry of the period of contract, as the case may be, the services will continue on the same terms & conditions.

### **EVLAUATION CRITERIA**

The evaluation criteria will consist of:

- a) Opening of the Qualification Bids as per **Annexure 'I'**
- b) Opening of the Financial Bids as per **Annexure 'II'** of the vendors who have been shortlisted after opening of the Qualification Bids. Vendor with the lowest quotation (minimum total cost for a particular brand of all the items as per Annexure II) would be selected for supplying the items.

**QUALIFICATION BIDS**

**Annexure '1'**

**QUOTATION NO. : 1(24)2011 DOEACC SOC.**

*Please Complete the Form and enclose necessary documents where required otherwise the quotation will be rejected.*

1. Name of the Supplier : \_\_\_\_\_

2. Address of the Supplier : \_\_\_\_\_

\_\_\_\_\_

Telephone : \_\_\_\_\_ Mobile: \_\_\_\_\_

Fax :

E-mail :

3. Nature of Concern (i.e. Proprietor or Partnership firm or a Company or State/Central Govt. Autonomous Body/PSU, etc.). Please enclose documentary evidence e.g. Registration/Incorporation Certificate etc.

4. Person to whom all references shall be made regarding this tender  
Name:  
Telephone :

5. EMD details: Cheque/ DD/FDR  
No. Amount Valid upto

6. No of years in similar business:  
(attach any certificate from any of the clients for satisfactory performance)

7. Annual Turnover (2013-2014) (in lakhs Rs.) :

8. Total clients in Delhi (Reference of Organization) :

9. No. of Government Organisations serving at present:  
(enclose copy for proof)

10. Copy of Income Tax returns : Yes/No  
(Attach attested copies)

11. Sales Tax Registration Certificate : Yes/No  
(Attach attested copy)

12. PAN. :

**DECLARATION:-**

-It is certified that the information furnished above is correct.

-I/We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same.

-Disagreement and solution proposed has been listed in a separate sheet and attached with this Bid. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.

-We understand that the decision of the NIELIT to accept/reject "the points of disagreements and proposed solution provided by us" would be final and binding.

-The signatory to this Bid is authorized to sign Bids on behalf of the organization.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**QUOTATION NO. : 1(24)2011 DOEACC SOC.**

**COST OF CONSUMABLES**

Sl. No.	Description	Price Per Kg Inclusive of all (In Rs.)	Annual estimated Quantity to be used for evaluation	Period Warranty	of
<b>1. Tea Mix</b>					
1 (a)	Variant 1 of Item 1 Normal Tea Mix (Low Sugar) Brand Name.....		200 Kg		
1 (b)	Variant 2 of Item 1 ..... .....				
1(c)	Variant 3 of Item 1 ..... .....				
1 (d)	Any other variant ..... .....				
<b>2. Coffee Pre- Mix</b>					
2 (a)	Variant 1 of Item 2 Normal Coffee Mix (Low Sugar) Brand Name.....		200 Kg		
2(b)	Variant 2 of 2 ..... .....				
2©	Variant 3 of 2 ..... .....				
<b>3. Soup</b>					
3(a)	Variant 1 of 3 Soup- Tomato Brand Name.....		100 Kg		
3(b)	Variant 2 of 3 ..... .....				
3©	Variant 3 of 3 ..... .....				
4.	<b>Lemon Tea Pre-mix</b> Brand Name.....		100 Kg.		
<b>5. OVERALL TOTAL EVALUATION OF ROW 1(a), 2(a), 3(a) and 4</b>					

- Payment would be made as per actual.
- Variant of Tea can be Cardamom Tea, Spice Tea etc.
- Variant of Coffee can be Coffee Regular, Pure Coffee, Espresso, Capuccino etc.
- Vendor will be selected for supply of the Premix Beverage on the basis of their quotation of price in the 1<sup>st</sup> variant of each items. The sum total of price of all the 1<sup>st</sup> variant of all the items will be taken into account and the lowest quotation will be selected. All the other variants would be for reference as and when required. The period of warranty would be the criteria for selection if more than one/ all the shortlisted vendors have identical rates.
- The requirement estimate is just tentative and may vary depending upon the variation in the number of officials and their consumption.
- NIELIT reserves the right to place the order in parts.
- Samples of the quoted items are enclosed

<p>1. <i>It is confirmed that I/we have read the terms and conditions stipulated in the Tender Document and we undertake to abide by these terms and conditions.</i></p> <p>2. <i>A copy of the Tender Document with each page, duly signed, is enclosed herewith.</i></p>	<p style="text-align: right;">Signature_____</p> <p style="text-align: right;">Name_____</p> <p style="text-align: right;">Designation_____</p>
<p>Date_____</p> <p><b><u>Seal of the organization</u></b></p>	