

(उद्योग संवर्धन तथा आंतरिक व्यापार विभाग, वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार के अधीनस्थ राष्ट्रीय महत्व का स्वायत्त संस्थान)
(An Autonomous Institution of National Importance under DPIIT, Ministry of Commerce & Industry, Govt. of India)

ग्राम-आचारपुरा, ईंट खेड़ी, पोस्ट - अरवालिया, भोपाल -462038, मध्य प्रदेश
Village-Acharpura, Eint Khedi, Post Arwaliya, Bhopal -462038, Madhya Pradesh

Ref No. NID-MP/Estate/Water Supply/ 2021-22

Date:22/11/2021

NOTICE INVITING TENDER FOR REGULAR SUPPLY OF WATER THROUGH TANKERS

National Institute of Design Madhya Pradesh (NID-MP) invites sealed item rate short term tender on two bid system (Technical bid and Financial bid separately) from water tanker suppliers for regular water supply to NID MP Campus having experience of supplying water tankers to Government Ministries / Departments / PSU's / Private firms.

The tender forms and other details are available for viewing and downloading on website <http://nidmp.ac.in/tender.html>. Addendum/Corrigendum, if any, would appear only on the website.

The duly filled in tender form (Terms and Conditions and Annexure A – E) should be submitted along with following documents:

- 1) Demand Draft for ₹ 500/- towards Application Fee (Non-refundable).
- 2) Demand Draft for ₹ 25,000/- towards E.M.D./ Bid Security.
- 3) Self-attested photocopy of PAN Card.
- 4) Self-attested photocopy of the Registration Certificate of the unit as Proprietorship / Partnership / Limited Company.
- 5) Self-attested photocopy of the Commercial / GST Registration.
- 6) Self-attested photocopy of first page of Bank Account Passbook.

The tender form submitted without the above documents will be summarily rejected. The draft mentioned above shall be drawn in favour of, **National Institute of Design Madhya Pradesh** payable at Bhopal.

Last date of submission of tender is 14-12-2021 up to 11:30 AM.

OTHER TERMS AND CONDITIONS

1. The supply of water is required at campus of NID MP and the same will be on actual requirement basis.
2. The supplier should have tanker with a capacity of minimum 5,000 ltrs./tanker in working condition for transportation of the water.
3. EMD should remain valid for period of 60 days from the date of tender opening. EMD of unsuccessful bidders will be returned without any interest, latest on or before 15 days after the award of contract. EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security as called from them in the contract. EMD will be forfeited if the bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.

4. The successful bidder i.e. the service provider has to submit an amount of ₹ 80,000/- **(Indian Rupees Eighty Thousand only) as a Performance Security** to the NID MP payable in the form of Demand Draft / Bankers' Cheque / Bank Guarantee of any Nationalized or all Commercial Scheduled Bank **in favour of National Institute of Design Madhya Pradesh** payable at Bhopal for the work awarded which will be retained by the Institute till the validity of the tenure / contract. No interest will be paid on the performance security. The NID MP reserves the right to forfeit security in the event of the firm violating any of the terms and conditions of the contract or not providing satisfactory service. In case BG is furnished by the contractor as performance security, same shall be initially valid up to the stipulated date of completion of contract plus 60 days beyond that. In case the contractual time period of works gets extended, the contractor shall get the validity of performance security extended to cover such extended time for completion of work.
5. NID MP reserves the right to forfeit the security deposit during the validity of contract if there is any breach of service / contract from the service provider viz., non – supply of water in time, less quantity of water in tankers, poor quality of water etc.
6. The bill for water supply will be raised on monthly basis by the service provider to NID MP supported with invoices, statement of gate passes etc., and duly certified by authorized representative of NID MP. The payment shall be made in INR in the bank account of the supplier directly through e-payment mode. No advance payment shall be made under any circumstances.
7. NID MP will reserve the right to terminate the contract / service by giving a notice of one month to the service provider, in case the service is found unsatisfactory or any other reason. In all matters of dispute, the decision of the NID MP shall be final and binding on the contractor.
8. The contract / service will be valid for a period of 01(one) year w.e.f. date of acceptance of supply order by the agency awarded with the contract.
9. Tenure of the contract / service may be extended upon the mutually agreed terms and conditions between the service provider and NID MP, if necessary, 01(one) year at a time.
10. Water shall have to be supplied on urgent basis on short notice, as and when required, within two hours of receiving the telephonic order. One person of the successful bidder should be available on telephone and mobile phone. Mobile number should also be given.
11. The inside & outside surface of the tanker shall have to be epoxy coated and size of the tanker to be displayed on the tanker clearly.
12. Tanker shall be filled properly to the full capacity of tank. The acknowledgement of trips shall be signed duly by the contractor and hand over to departmental / security at receipt point located at the storage tanks. Original delivery challan shall be handed over to the departmental representative.
13. Water should be potable and TDS (Total Dissolved Solid) value should be within permissible limits as per Indian standards. Test Certificate certifying the quality of water for potability to be produced from a reputed laboratory once in every 03 (three) months till completion of the work.
14. In case of deficiency in service or quality of water, it would be open for the NID MP to cancel the contract. Compensation, if any, in case of any loss of health of the users on account of water borne diseases occurred due to intake of supplied water, will be the responsibility of the supplier. In case of failure, NID MP is entitled to terminate the contract and security deposit/performance guarantee submitted by the contractor shall be forfeited without prejudice to any other legal rights and remedies available to the NID MP.
15. NID MP shall be free to test the sample of drinking supplied by the supplier at the cost of the supplier.

16. The rates quoted shall be inclusive of waiting and unloading time. The tanker is basically directed for the consumption of drinking water in NID MP Campus. No extra claims shall be entertained on account of above factors.
17. The supply of required quantity of fresh water at short notice is the essence of this contract. In case of any water shortage / difficulty with the contractor for supply of water in time, he / she should make necessary alternative arrangement for the same.
18. In case of delay in supplying of water as per our demand, NID MP reserves the right to impose penalty @ ₹ 2000/- for delayed supply by 2 hours for each day.
19. During the contract period, the Institute will take a minimum of 25 tankers per month on need basis.
20. The supply of tankers should be between dusk & dawn as far as possible.
21. If the supplier fails to supply water in the stipulated time or if quality of water is not as per approved/required norms, NID MP shall be free to make necessary arrangement for the procurement of water from other sources at the supplier's risk and cost which shall be recoverable from his pending bills. Further, in case of any deficiency in service, a penalty of 5% of the total amount of the bill for the relevant month will be imposed.
22. The tenderer is advised to read and examine the tender documents for the work. The tenderer should inspect and examine the site and its surroundings by himself before submitting tender to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NID MP at a later date.
23. The work shall be carried out in the manner strictly complying in all respects with the requirements of the relevant bylaws and regulations of the local body or any water agencies or any undertakings under the jurisdiction of which the work is to be executed or as directed by the Engineer-in charge. The contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof and nothing extra shall be paid on this account.
24. The rate quoted will remain firm for the entire contract period and shall be applicable for whole quantity of water mentioned above without any change for any reason thereof.
25. The quoted rate should be unconditional. There shall be no cutting/overwriting in the price bid. The tender should remain valid for 45 days from the date of tender opening and the rate finalized on the basis of the quoted prices shall remain in force during the currency of the contract which will be for a period of one year. It may specifically be noted that no escalations in the contracted rates shall be allowed during the currency of the contract.
26. The contract shall normally 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. The NID MP reserves the option to select more than one Firm for award of contract to ensure uninterrupted supply during the currency of the contract.
27. The supplier shall comply with all existing labour legislation and Acts such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. or any modifications thereof or any other law in. For any lapse or breach on the part of the Contractor in respect of non-compliance of any Labour legislation in force during the validity of the contract, the supplier would be fully responsible and would indemnify the NID MP, in case the NID MP is held liable for the lapse if any, in this regard.

28. No retention money/security deposit will be deducted from the monthly bills. TDS, as per prevalent laws, shall be deducted at source while making payment of monthly bills.
29. All matters/disputes pertaining to the tender and resultant contract shall be settled by The Director of NID MP or the Officer nominated by him for the purpose.
30. Pre-bid meeting for the tender is scheduled on 29-11-2021 at 02:30 P.M. at Administrative Block (1st Floor), National Institute of Design Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal – 462038.
31. The tender should be submitted on or before 14-12-2021, 11:30 AM in the Tender Box kept in the Reception Office of Administrative Block, National Institute of Design Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal - 462038.
32. Opening of Tender (Envelope-1) will be on 14-12-2021 at 11:50 AM in the Administrative Block, National Institute of Design Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal – 462038.
33. If the tenderer wishes to attend the tender opening, his / her representative should bring an authorization letter duly signed by the Competent Authority.
34. The Estate Office, NID MP shall be authorized to run the said contract. The prospective bidders are free to seek any clarifications / understand the kind of requirement of NID MP; the authorized officer may be contacted with prior appointment during office hours on any working day not later than 07 days prior to the date of tender opening.
35. NID -MP shall reserve the right of its absolute discretion to accept the tenders of any one, or more than one tenderer on lowest competitive rates or either wholly or in parts without assigning any reason whatsoever and it shall be binding on the concerned tenderer to execute the work so awarded. The whole work in the section may be split up and accepted in parts, and not entirely, if considered expedient by the NID -MP, at its absolute decision.

36. ARBITRATION

All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under. Such disputes shall be adjudicated by an arbitrator to be appointed by the Director of the NID. The place of arbitration shall be Bhopal. The language of arbitration shall be English.

37. JURISDICTION

The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Bhopal Court (s) only.

DISQUALIFICATION CLAUSE:

38. The Bidder shall be disqualified if:

- (a) The bidder or any of its constituent(s) has been blacklisted/banned business dealing by any Government Department, Government Agency or Public Sector Undertakings at any time, except in cases where such blacklisting / banning has been withdrawn by competent authority or ceased on the deadline for submission of the bid, for which satisfactory evidence is to be produced.
- (b) The bidder or any of its constituents has been issued a show cause notice for poor performance / banning / blacklisting or business or order for suspension of business by the competent authority of NID MP.

39. The Director, NID MP reserves the right to cancel the tender at any time without assigning any reason thereof.

Signature of the tenderer with seal

Sd/-
Registrar

Ref No. NID-MP/Estate/Water supply/ 2021-22

Date: 22/11/2021

(To be submitted in Envelope-1)

CHECK LIST FOR GENERAL INFORMATION

1.	Annexure A to E have been duly filled in and enclosed	Yes / No
2.	Demand Draft details of Application Fee	Draft No. Date Name of the bank
3.	Demand Draft particulars of EMD	Draft No. Date Name of the bank
4.	PAN No.	
5.	Whether proprietary / partnership / Private Company Ltd.	
6.	GST Registration No.	
7.	Contact person	Name Designation Address Landline Mobile No.
8.	Bank details including Branch Code / IFSC No.	Name of the bank Account No. Branch Code of the bank IFSC code of the bank

Signature of the tenderer with seal

ANNEXURE -B

Ref No. NID-MP/Estate/Water supply/ 2021-22

Date: 22/11/2021

(To be submitted in Envelope-1)

TANKERS TO BE DEPLOYED FOR WORK

RTO REGISTRATION NO./ VALIDITY OF REGISTRATION	REGISTRATION NO. OF WATER RESOURCE DEPARTMENT, GOVT. OF MADHYA PRADESH	CAPACITY OF TANKER

Signature of the
tenderer with seal

Date: _____

Ref No. NID-MP/Estate/Water supply/ 2021-22

Date:22/11/2021

(To be submitted in Envelope-1)

Details of previous experience and current commitments**(A) Works executed in last 03 years (not before October 2018)**

Name of organization / company	Total volume of water supplied	Total amount of water supplied
1.		
2.		
3.		
4.		
5. (Add additional sheet if required)		

(B) List of works in hand as on 31.10.2021

Name of organization / company	Work Order Value	Validity of Work Order	
		From	To
1.			
2.			
3.			
(Add additional sheet if required)			

Signature of the
tenderer with seal

Date: _____

Ref No. NID-MP/Estate/Water supply/ 2021-22

Date: 22/11/2021

(To be submitted in Envelope-1)

Certificate regarding Unconditional Acceptance of Tender Conditions

TO WHOMSOEVER IT MAY CONCERN

I/We have carefully read the terms and conditions of the contract as stipulated in the tender notice and convey our unconditional willingness to accept the same in its entirety for the work.

I/We have physically visited the site, its surroundings to assess and satisfy myself/ourselves about the local conditions such as the working environment and other constraints at the site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required to execute the scope of work. I/We have obtained all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect the tender price. I/We have considered site conditions and have satisfied myself/ourselves in all respect before quoting the rates.

Should this tender be accepted, I/we agree to abide by and fulfil all terms and conditions referred in the NIT elsewhere.

If I/we fail to commence the work from the date of issue of Letter of Award and/or I/we fail to submit performance guarantee as per Clause of Contract, I/we agree that NID MP shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

I/we undertake not to make any representation against the decision of the NID MP at any point of time.

Place: _____

(Signature of Tenderer)

Name _____

Date : _____

Address _____

Phone No. _____

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attested by Notary Public)

(To be submitted in Envelope-1)

Affidavit of Mr.S/o

R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s
Having its Head Office/Regd. Office at

2. That the information/documents/Experience certificates submitted by M/s along with the tender for
(Name of work) to NID MP are genuine and true and nothing has been concealed.

3. I shall have no objection in case NID MP verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case NID MP demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated and or gross violation of the contract is noted at any time during concurrency of the contract, NID MP at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / all dues.

5. I shall have no objection in case NID MP verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and security deposit for the due performance guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before NID MP receives said verification.

6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, NID MP shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

7. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by NID MP. If this information is found incorrect, NID MP at its discretion may disqualify / reject / terminate the bid/contract.

8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,....., the Proprietor / Authorized signatory of M/s.....
do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

PROFORMA OF WORK ORDER



राष्ट्रीय डिज़ाइन संस्थान
National Institute of Design
मध्यप्रदेश Madhya Pradesh

(उद्योग संवर्धन तथा आंतरिक व्यापार विभाग, वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार के अधीनस्थ राष्ट्रीय महत्व का स्वायत्त संस्थान)
(An Autonomous Institution of National Importance, DPIIT, Ministry of Commerce and Industry, Govt. of India)

कार्य संख्या/W.O. No.:

दिनांक/ Date:

कार्य आदेश / WORK ORDER

To,

विषय/Subject: Regular supply of water through tankers to NID MP Campus located at village-Acharpura, Eint Khedi, Bhopal-462038.

संदर्भ/Reference: 1. NIT No.: _____ dated _____.
2. Your letter _____ regarding unconditional acceptance of terms and conditions of above-mentioned tender.

श्रीमान / Dear Sir,

With reference to your tender bid submitted for the subject work, NID MP is pleased to accept your tender for regular supply of water through tankers to NID MP campus @ ₹ _____ (in words _____) per tanker of 5000 litres inclusive of all taxes & duties and transportation charges on the basis of rate quoted by you in the price bid format of the tender document referred herein above.

2. As stipulated in the tender, it is requested to take immediate action regarding submission of 'Performance Security' amounting to ₹ _____ (in words _____) and signing of the contract agreement.

3. The date of commencement of work shall be reckoned from the date of issuance of this work order.

4. You may contact the undersigned for further instruction pertaining to this work.

5. This work order is being issued in duplicate. The duplicate copy is to be signed and returned to this office as token of your acceptance and confirmation, in full. Format of contract agreement is attached at annexure, which shall be deposited on a stamp paper of appropriate denomination within 15 days from the date of issue of this order.

Thanking you.

Yours faithfully,

Chief Administrative Officer, NID MP

Copy forwarded for kind information to:

1. Office of The Director, NID MP.
2. Registrar, NID MP.
3. CFA, NID MP.
4. Tender file.

Contract Agreement Form

<Stamp paper of requisite amount>

Contract agreement for regular supply of water through tankers to NID MP campus, village-Acharpura, Eint Khedi, Post Arwaliya, Bhopal (M.P.)-462038.

This agreement is made this ___ day of _____ 2021 between The National Institute of Design Madhya Pradesh, village-Acharpura, Eint-Khedi, Bhopal (M.P.)-462038, an autonomous institution of National Importance under the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India, hereinafter referred to as "NID MP" which expression shall include its administrators, successors, executors and assigns) of the one part,

And

_____, hereinafter referred to as "Contractor", which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS, NID MP had invited tenders for regular supply of water through tankers to NID MP campus as per Tender documents vide NIT No.

_____.

WHEREAS the contractor had participated in the above referred tender vide their tender dated _____ and NID MP has accepted his aforesaid tender and award the contract for regular supply of water through tankers to NID MP campus on the terms and conditions contained in its work order dated _____ and the documents referred to therein, which have been unequivocally accepted by the bidder resulting into a contract as per terms and conditions mentioned in the tender document.

WHEREAS the Contractor has deposited the sum of _____ as performance security for the fulfillment of this agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____, which shall hold good during period of this agreement.

2. Upon breach by the Contractor of any of the conditions of the agreement, NID MP may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the NID MP to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the NID MP which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the NID MP.

3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract, but NID MP may cancel the contract at any time upon giving suitable notice in writing without compensating the Contractor.

5. NID MP may give notices in connection with the contract. In consideration of the payments to be made by the NID MP to the Contractor as hereinafter mentioned the Contractor hereby covenants with the NID MP to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. NID MP hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contractor fails to deliver the services in accordance with the conditions mentioned in the tender, the NID MP shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the NID MP, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first above mentioned at Bhopal, Madhya Pradesh.

Signed:

For and on behalf of
National Institute of Design Madhya Pradesh

Witness 1 _____

Authorized Signatory

Witness 2 _____

For and on behalf of

Witness 1 _____

Authorized Signatory

Witness 2 _____

PRICE BID

(To be submitted in Envelope-2)

Ref No. NID-MP/Estate/Water supply/ 2021-22

Date: 22/11/2021

Name of work: "REGULAR SUPPLY OF WATER THROUGH TANKERS"

S. No.	Description of work	Unit	Rate per Tanker of 5000 Litres (to be quoted by the contractor)
1.	Supply of clean potable drinking water by water tankers of capacity 5,000 Litres to NID - MP as per the requirement and as directed including cost of water, loading transportation to various locations, waiting and unloading charges etc. all-inclusive as per directions of NID Madhya Pradesh	Per Tanker of 5000 Ltrs.	(In Figures)
			(In Words)

Note:

- The quoted price shall remain firm for the entire contract period.
- No escalation under any circumstances shall be paid.
- Total quoted tender amount is inclusive of water testing charges, taxes and duties, service charges if any.
- No extra / additional payment will be made on any account whatsoever.
- No cutting/overwriting is allowed. Use of eraser/white fluid for making any correction in the price bid is strictly prohibited. Tender may be rejected for this reason.

Signature of the
tenderer with seal