

No.D-38011/06/2016-Admn(NPPA)  
Government of India  
Ministry of Chemicals & Fertilizers,  
Department of Pharmaceuticals  
National Pharmaceutical Pricing Authority

3<sup>rd</sup> & 5<sup>th</sup> Floor  
YMCA Cultural Centre Building  
1, Jai Singh Road, New Delhi-110001  
Dated: 10.06.2016

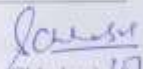
### NOTICE INVITING TENDER

NPPA invites sealed Tenders from the reputed/registered firms for the award of Annual Contract for supply of packaged drinking water in jars of 20 litre each in the office of NPPA at the address mentioned above as per details mentioned at Annexure for a period of one year from the date of award of the contract.

All the eligible firms shall submit along with application definite proof from appropriate authority as Authorized dealer of OEM duly signed in ink.

The terms and conditions of the tender can be downloaded from the website of the NPPA ([www.nppaindia.nic.in](http://www.nppaindia.nic.in)). The tender may be addressed to Under Secretary (Admn.), NPPA, 5<sup>th</sup> Floor, YMCA Cultural Centre Building, 1, Jai Singh Road, New Delhi-110001.

Cost of Tender form	:	NIL
Earnest Money	:	Bank Draft of Rs. 10,000/- (Rs. Ten thousand only) in the name of "PAO, Department of Pharmaceuticals, New Delhi".
Last date of receipt of Tender	:	Up to 1800 hours on 30.06.2016
Date of opening of Tender	:	at 1500 hours on 01.07.2016

  
(Sanjay Chhabra) 10/6/16  
Under Secretary (Admn.)  
Tel: 23746643

**SANJAY CHHABRA**  
Under Secretary  
National Pharmaceutical Pricing Authority  
Dept. of Pharmaceutical  
Ministry of Chemicals & Fertilizers  
New Delhi-110001

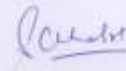
Copy to:

- (i) US (SRM), Department of Pharmaceuticals, Shastri Bhawan, New Delhi :  
With the request to upload the same on the e-procurement portal.
- (ii) Consultant (VKT), Department of Pharmaceuticals : With the request to upload  
the same on the website of the Department of Pharmaceuticals

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TERMS & CONDITIONS OF THE TENDER FOR SUPPLY OF PACKAGED  
DRINKING WATER IN JARS OF 20 LITRE EACH IN THE OFFICE OF NPPA

1. Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected.
2. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted strictly in accordance with the instructions laid down herein, otherwise the tender is liable to be rejected.
3. The tender is liable to be rejected if complete information is not given therein, or the particulars and details sought therein (if any) asked for in the Schedule to the tender are not filled in.
4. The tender must be addressed to the Under Secretary (Admn.), National Pharmaceutical Pricing Authority, 5<sup>th</sup> Floor, YMCA Cultural Centre Building, 1, Jai Singh Road, New Delhi-110001 and must reach by 1800 hours on 30.06.2016. The tenders will be opened by the Tender Opening Committee in the office of NPPA at 1500 hours on 01.07.2016. The tenderers or their representatives may, if they so desire, be present at the time of opening of quotations.
5. A Bank Draft as EMD amounting to Rs. 10,000 (Ten thousand only) in favour of "PAO, Department of Pharmaceuticals, New Delhi" must be enclosed with the tender. The tenders received without EMD or the tenders incomplete in any respect shall summarily be rejected.
6. Late tenders will not be considered.
7. NPPA shall in no way be responsible for any default with regard to any statutory obligation and the supplier will indemnify NPPA in case of any damage or liability, which may arise on account of action of the OEM.
8. The firms must enclose details of agreement made by Company for the last three years along with proof with different Ministries/Departments;
9. The firm should enclose copies of PAN, TIN, VAT, Service Tax number.



10. All firms who will participate in tender process while submitting their quotations shall give a certificate to the effect that they have not been banned by any authority/Ministry/ Department in the past. If the firm has been banned by any Ministry/Department of Government of India, the same should be mentioned in the bid. If any such information regarding ban is found to be incorrect, their quotation/contract shall stand cancelled on this account alone.

11. The bidders are also required to submit an undertaking that none of his/their near relatives are working in NPPA on a permanent/temporary basis.

12. The bidders are required to quote rates for packaged drinking water (20 ltrs Jars) of one or more out of the four brands (Bisleri, Kinley, Aquafina, Bailley) as given in Annexure. However, the tender will be awarded to the L-1 bidder whose rate/quote (inclusive of all taxes/charges) is the minimum among all four brands.

13. The rates quoted shall remain in force for the full period of contract.

14. The daily requirement will be approx. 8-10 jars. The firm should be in position to supply packaged drinking water on very short notice as and when required, based on actual requirement.

15. The selected firm/agency will have to provide two suitable water dispensers in the office of NPPA (one on the 3<sup>rd</sup> floor and the other on the 5<sup>th</sup> floor) and will have to maintain it also. No additional charge will be paid for the same.

16. The owner of the firm should be available on his Landline telephone and also on mobile phone.

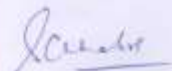
17. The firms will have to enclose a copy of Authorization Certificate from the manufacturer duly signed in ink.

18. The Annual Contract shall be operative immediately after award of the contract. NPPA shall, however, has right to terminate the contract at any time if the service of the firm is found unsatisfactory. In this respect the decision of the NPPA will be final and binding on the contractor

19. The packaged water shall be as per BIS standard specification. In case of deficiency in services or poor quality of water, it would be open for the NPPA to cancel the contract and forfeit the performance security. The water jars should contain BIS mark.

20. Compensation, if any, due to illness caused due to intake of water supplied by the contractor, will be borne by the supplier.

21. Tenders may please quote their unconditional rates and it shall be ensured that there is no cutting/overwriting in the tender form. The price quoted at the time of submission of



tender should remain valid for 60 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 normally be for a period of one year. It may specifically be noted that no changes/escalations on accepted rates shall be allowed during currency of the contract.

22. 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 satisfactorily as per the terms and conditions incorporated in the tender document. NPPA reserves the option to select more than one firm for award of contract to ensure uninterrupted supply during the currency of the contract.

23. The Company/firm shall enclose copies of performance certificates from at least three (3) different Government clients for the similar work/brand during the last three (3) years.

24. The successful firm would be required to deposit a Performance Security of Rs. 20,000/- (Rs Twenty thousand only) in the form of Bank Guarantee valid for a period of 15 months and pledged in the name of "PAO, Department of Pharmaceuticals, New Delhi" within ten days from the date of awarding the contract. However, in case the services of the firm are not found satisfactory during AMC period the Bank Guarantee will be encashed by NPPA.

25. The quoted price should clearly indicate the details of taxes also.

26. No other charges will be payable like transportation, fare etc. for providing the services.

27. 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, NPPA 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. 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.

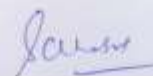
28. NPPA shall be free to test the sample of drinking water supplied by the supplier from any independent source for which all required cooperation/ documentation shall be submitted by the suppliers.

29. All matters/disputes pertaining to the tender and resultant contract shall be settled by the Chairman, NPPA whose decision shall be final and binding on all parties.

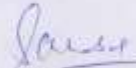
30. The tenderer should enclose a signed copy of the terms and condition stipulated for award of the contract conveying his acceptance of the same.

31. The rates are required to be quoted as per Annexure. Taxes (VAT, Service Tax, etc) if any, may be specifically and separately indicated in the quotation.

32. The selected firm will raise the bills on monthly basis.



33. All the tenderers are requested to read and understand the terms and conditions of the tender/contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by NPPA.



(Sanjay Chhabra)  
Under Secretary (Admn.)  
Tel: 23746643

**SANJAY CHHABRA**  
Under Secretary  
National Pharmaceutical Pricing Authority  
Deptt. of Pharmaceutical  
Ministry of Chemicals & Fertilizers  
New Delhi-110001

## ANNEXURE

## ANNUAL CONTRACT FOR PACKAGED DRINKING WATER FOR THE NPPA

1. Name of the tenderer (in block letter)
2. Registered address of the Firm
3. Address of Godown/storage point/delivery point
4. Bank Draft No. & date
5. Amount of Draft
6. Name of the Bank
7. VAT/Service Tax No.
8. PAN No./TIN No.
9. Whether an undertaking has been enclosed none of the near relatives of the bidder/firm are working in NPPA on a permanent/temporary basis.
10. Whether proof from appropriate authority as Authorized dealer of OEM duly signed in ink has been enclosed.
11. Performance Certificate/Experience Certificate for the last three years along with proof with different Ministries/Departments [enclose copies]

S.No.	Name of the Ministry/Department	Period	Brand
1.			
2.			
3.			
4.			

(if space is not sufficient, please attach separate sheet)

S.No.	Brand	Rate offered (Rs.) per Jar of 20 litres.	VAT/Taxes	Total Rate offered (Rs.) per Jar of 20 litres (including VAT/taxes)
1.	Bisleri			
2.	Kinley			
3.	Aquafina			
4.	Bailley			

Date:  
Place:

Signature of the authorized person  
Name:  
Seal:

*Scanned*