



GOVERNMENT OF INDIA
INCOME TAX DEPARTMENT

O/o THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX, TAMILNADU
121, Mahatma Gandhi Road, Nungambakkam, Chennai-600 034.

Phone No 044-28338318 Fax No 28338596

Website: www.tninetax.gov.in E mail : chennai.ito.hq.estates@incometax.gov.in

C.No.530(4)(ii)/DW /2020-21

Dated: 17.03.2021

NOTICE INVITING TENDER
FOR SUPPLYING PACKAGED DRINKING WATER

The Income Tax Department invites sealed offers from reputed **Companies/Firms/Individuals** engaged in the business of supplying Packaged Drinking Water to Income Tax Offices located at Chennai for the period of one year from 01.04.2021 to 31.03.2022. Tender document can be downloaded from the web site : www.incometaxindia.gov.in & CPP Portal and the last date for receipt of filled in tender forms is **24.03.2021**


(P. DHIVAHAR)

Additional Commissioner of Income Tax(HQ)(Admn)
For Principal Chief Commissioner of Income Tax
Chennai - 600034



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FOR SUPPLYING PACKAGED DRINKING WATER

The Income Tax Department invites sealed offers from reputed **Companies/Firms/Individuals** engaged in the business of providing Packaged Drinking Water to Income Tax Offices located at Chennai City, for the period of one year from 01.04.2021 to 31.03.2022. The Income Tax Department also reserves the right to accept or reject any Bid and to annul the bidding process at any time without thereby incurring any liability to the affected Bidder(s).

TENDER PROCESS :

Tender is invited in two parts i.e. **(1) qualifying bid and (2) financial bid.** The tender form for Qualifying bid prescribed in Annexure-I and the tender form for the financial bid in prescribed proforma in Annexure-II complete in all respects shall be submitted in **two separate sealed covers** addressed to the

respects shall be submitted in **two separate sealed covers** addressed to the Additional Commissioner of Incometax(H.Q.)(Admn.), O/o Principal Chief Commissioner of Income Tax, Chennai-600 034, by **5:00 p.m.** on **24.03.2021**

The sealed covers may be superscribed with "**Qualifying Bid - Contract for supplying Packaged Drinking Water**" and "**Financial Bid - Contract for supplying Packaged Drinking Water**" respectively. It shall be opened by the undersigned on **26.03.2021** at **11:00 a.m.** in the presence of bidders.

Incomplete bid document shall be rejected. The valid qualifying bids shall be scrutinised by the Department to short list the eligible bidders. Thereafter, the financial bids of the short listed bidders shall be opened on the afternoon of the same day. Late submission of tenders shall not be accepted.

2. If the tenders are sent by post/courier, it should be ensured that the cover is intact without any damage or loss at the time of reaching the destination. Department is not responsible for the delay on account of Postal/Courier Services.

3 **Earnest Money Deposit of Rs.60,000/-** (Rupees Sixty Thousand only) per application in the form of Demand Draft / Banker's Cheque of Scheduled Bank drawn in favour of the **The Administrative Officer, O/o the Principal Chief Commissioner of Income Tax, Chennai-, Chennai-34** shall accompany the qualifying bid. Qualifying bids without Earnest Money Deposit shall be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. EMD shall be forfeited in case the eligible bidder withdraws or the details furnished in Annexures-I & II are found to be incorrect or false during the tender selection process. EMD is exempted under MSME Licence Entreprenur. Valid supporting documents is required to claim exemption under MSME Act.

4 **Performance Guarantee :** The successful bidder has to submit **Rs.60,000/- (Rupees Sixty Thousand only)** as performance guarantee deposit in the form of **Bank Guarantee/Fixed Deposit of a Schedule Bank drawn in favour of “The Administrative Officer, O/o the Principal Chief Commissioner of Income Tax, Chennai-34** after awarding contract. No interest shall be paid on the Performance Guarantee placed with the Department by the successful bidder. The Performance Guarantee will be forfeited in the event of withdrawal of contract by the contractor before the expiry of the contract period or in the event of termination of the contract attributable to the unsatisfactory performance of the contract or for violation of any of the terms and conditions of the contract.

The Bidder shall sign and stamp each page of this tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. Annexures shall also have to be signed and stamped by the Company through its authorized signatory.

The tender documents are not transferable.

Quotations, erased and over written, will be summarily rejected unless correction are authenticated with the tenderer's signature

The tender forms shall be rejected if it is not complete in any aspect.

TERMS AND CONDITIONS:

The Contractor shall be considered for award of contract only if they agree to abide by the following terms & conditions:

- 1 The Bidder should be Chennai based concern. Its Registered Office, Head Office and Corporate Office should be situated in Chennai.
- 2 The Bidder should have a minimum of 5 years of experience in supplying Packaged Drinking Water to various Government Organisations.
- 3 The Tenderer should produce certificates of satisfaction from at least two of their customers(Govt. Departments/Autonomous bodies or PSUs only) to whom they are supplying drinking water .
- 4 The Packaged Drinking water would be ISI standard (ISI code No. is required to be mentioned in tender offer) as per BIS- 14543-2016 specification.
- 5 The quality of the drinking water should confirm to the Indian Standard BIS 14543:2016(as amended by subsequent revisions). Certificate to be attached.
- 6 The drinking water being supplied needs to bear the ISI mark and FSSI certificate. Copy of the same to be produced
- 7 The Bidder should have Trade Licence from the Government Organisation to procure Water, running the Plant. Proof for the same to be attached. Plant should be within the radius of 30 km from this Office.
- 8 The evidence for filing of Return of Income along with supporting documents based on which the return of income was filed like P & L, Income & Expenditure Account, Balance Sheet for past three Assessment Years 2017-18, 2018-19 & 2019-20 should be enclosed along with the Qualifying Bid.

- 9 The Bidder must have gross contractual receipts from supply of Packaged Drinking Water of **Rs.15 Lakhs** and above during the financial year 2019-20. A statement showing list of clients along with evidence for contractual receipts with the date to be enclosed
- 10 During the past 5 years no government organization should have disqualified or black listed the bidder. There should be no disputes involving clients on the basis of the terms of contract with bidder. A self declaration certificate should be enclosed in the technical bid.
- 11 In the event of any of the above conditions not being satisfied the Qualifying Bid will be rejected and the Finance Bid will not be opened.
- 12 In the event of the Contract being awarded, the Contractor should be prepared to supply the packaged drinking water w.e.f. **01.04.2021**
13. The Contractor shall ensure that its personnel shall have identity cards, provided by the contractor which shall be worn in such a way that it is prominently displayed and visible so that any person can identify the individual representing the Contractor.
14. The Agency will be responsible for the conduct of all workers deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the agency or any of the workers

agents and others deployed by the agency in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. Income Tax Department will not be liable for any loss or harm to any person within or outside Income Tax Department Campus from any and omission or commission of any of the works, agents any others deployed by the agency in the course of providing any services stated in the contract .

15. The Income Tax Department shall not be liable for any compensation, claim or damages etc due to any accident, injury or harm to any person deployed by the agency or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with the duties and Income Tax Department. The Income Tax Department shall be indemnified by the agency for all such claims.

16. The Agency shall comply with all legal obligation of state and central government. The Income Tax Department shall not liable for any contravention or non-compliance on the part of the agency. Any contravention or non-compliance on the part of the agency would be construed as a sufficient ground for termination of the contract at the discretion of Income Tax Department. Notwithstanding, in the event of Income Tax Department being imposed with any penalty or fine etc by any agency or authority due to non-compliance or contravention on the part of the agency to any statutory law, rules or regulations etc the Income Tax Department reserves the right to recover such fine or penalty etc from the agency by way of recovering from the bills or by any other means.

17. The Income Tax Department may discontinue the contract at any point of time, and will not be liable to any additional charges or compensations to agency or any other person.

18. The Contractor shall submit the bills for the current month by the first day of the next month so as to enable the Department to process the same and pay the Contractor.

19. Tax shall be deducted at source as per the Income Tax Rules from the monthly bills.

20. The Contractor shall ensure that the work undertaken by its personnel is carried out efficiently and to the satisfaction of the Department.

21. The Contractor and the employees engaged by the Contractor shall be subject to the entry and exit procedures of the Department as may be determined by the Department from time to time.

22. In the event of the Department deciding to renew this contract on the same terms as embodied or such other modified terms as it may think fit and proper, it shall communicate the decision of the Department to the Contractor prior to the expiry of this Agreement, in which event the parties to this agreement shall be governed by such documents for future or further transactions.

23. Close liaison shall be maintained with our officers-in-charge concerned for smooth and efficient performance of duties of the security service.

24. All damages caused by the Contractor or that of the Contractor's employees or by any other personnel arising out of its employees instructions shall be charged to the Contractor and recovered from its dues / bills.

25. Failure by the contractor to comply with any statutory requirements and / or the terms of the agreement during the period of contract shall result in termination

of the contract and subsequent disqualification from participation in any future tender of the department.

26. In case the contractor withdraws or the department terminates the contract for violation of terms and conditions and / or deficiency in services during the period of contract, the additional expenses in hiring a new contractor on temporary arrangement till the time of appointing a regular contractor through a similar tender process, shall be adjusted against performance guarantee of the Contract provided by the successful bidder.

No negotiation shall be undertaken with any tenderer except the lowest qualified bidder.

SCOPE :

- 1] The Bubble top water can shall be supplied to the Income Tax Main Building Campus at 121, M G Road, Chennai 34, Prakash Presidium, No 110 M G Road, Chennai, Income tax offices in BSNL Buildings, Greams Road, Chennai-06.
- 2] The quality of the containers should confirm to the BIS standards. Transparency of the can must be a minimum of 85%.
- 3] In case of deficiency in service or quality of water, it would be open for the Department to cancel the contract and forfeit the performance security. Compensation, if any, in case of any loss of health of the employees on account of water borne diseases occurred due to intake of water supplied by the contractor, will be the responsibility of the supplier. There shall be no compromise on the quality of the water that is to be supplied.
- 4] The water cans shall be supplied at each of the buildings at the cost of the contractor.

- 5] The agreement shall come into effect from the date of acceptance of tender and shall be in force for a period of one year and can be renewed for further period of 1 year with the consent of the both the parties.
- 6] The contractor shall see to it that there is no shortage in supply of drinking water in all the buildings.
- 7] The delivery of drinking water cans shall not hinder the normal day to day functioning of office.
- 8] The Can should be free from dirt, marks or stains. Bubble top Cans and bottom Cans to be replaced whenever necessary
- 9] The contractor shall quote the rates inclusive of labour charges, statutory expenses and other maintenance costs.
- 10] The department will not pay any money directly to the person(s) employed by the contractor.
- 11] The contractor shall provide adequate manpower for supply at all the buildings in all floors.
- 12] The contractor shall ensure that his employees while on the premises carrying out their obligation under this agreement, observe the standards of cleanliness, decorum, safety and general discipline laid down by the customer.
- 13] The contractor shall be liable for and make good any damage caused to the customer premises or any part thereof or to any fixtures or fittings thereof of therein or loss causes due to theft etc. by any act, omission default or negligence of the contractor or his employees.
- 14] The departments shall not be responsible or liable for any theft, loss, damage or destruction of any property of the contractor lying in the premises from any cause whatsoever.
- 15] Either party shall be at liberty to terminate the contract giving one month's prior written notice to the other.

The Qualifying Bid:

- a) Annexure-I (duly filled-in)
- b) EMD for Rs.60,000/-
- c) Tender Document (all pages signed)

The Financial Bid:

- a) Duly filled in Annexure-II

Encl:

- 1. Qualifying Bid Document (Annexure-I)
- 2. Financial Bid Document (Annexure-II)


ADDITIONAL COMMISSIONER OF INCOME TAX (H.Q)(ADMN)
FOR PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX, CHENNAI
CHENNAI - 34.

Place : Chennai

Date : 17.08.2021

QUALIFYING BID DOCUMENT

1. Name of the Company/ firm /Proprietorship :
2. Office Address (with Tel No., Fax & E-mail) :
3. Name & Address of the Partners/Directors
Proprietor (with Mobile No.) :
4. Contact Person(s) with Mobile Number :
5. No of years of experience in supplying
Drinking Water :
6. Maximum capability of the contractor
to supply Packaged drinking water in a day :
7. List of clientele * along with certificate of
appreciation from atleast two important clients :
8. PAN No. :
9. GST Registration No. :
10. Details of ISI, FSSAI, BIS (attach proof) :
11. Details of EMD :

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my / our knowledge. I understand that in case any deviation is found in the above statement at any stage, the firm/company/proprietary concern will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with date)

ANNEXURE - II

FINANCIAL BID DOCUMENT

1. Name of the firm/Company/Proprietorship :
2. Office Address (with Tel No., Fax & E-mail):
3. Name & Address of the Partners/Directors
Proprietor (with Mobile No.) :
4. Contact Person(s) with Mobile Number :
5. Rate per bubble top water can :

I hereby certify that the information furnished above is full and correct to the best of my / our knowledge. I understand that in case any deviation is found in the above statement at any stage, the firm/company/proprietary concern will be blacklisted and will not have any dealing with the Department in future.

(Signature of the Authorized Signatory with date)