# DIAMOND CITY WEST APARTMENT OWNERS ASSOCIATION. (DCWAOA) 18, HO-CHI- MINH SARANI,KOLKATA:700061. www.dcwaoa.org

Tender No. D C W A O A /Procurement/2024-25 /HK Consumable /.....

### RATE CONTRACT FOR "SUPPLY OF HOUSEKEEPING CONSUMABLE ITEMS FOR DCWAOA, KOLKATA"

(OPEN TWO-STAGE TENDER PUBLISHED OUR OFFICIALNOTICE BOARD/ MYGATE / WEB SITE)

The PRESIDENT, DCWAOA, KOLKATA invites open, offline bids for "Supply of housekeeping consumable items DCWAOA, KOLKATA on rate contract" as detailed below in accordance with enclosed tender document.

1. The salient terms & conditions of the bid are stated below:

| Description            | Supply of housekeeping consumable items for DCWAOA KOLKATA on rate contract.  |
|------------------------|---|
| Mode of Tender         | Open tender (Rate Contract)   |
|                        | <ol> <li>Two Stage— Technical bid, followed by display of proposed items of supply by Technically qualified bidders and identification of items by DCWAOA KOLKATA; Financial Bid on the pool of identified items.</li> <li>All technically qualified bidders shall remain eligible for being registered with ,DCWAOA, KOLKATA.</li> </ol> |
| Type of Bid            |   |
| TENDER FEES            | Rs.500/- NON REFUNDABLE Draft or Bankers cheque in  |
|                        | the name of DIAMOND CITY WEST APARTMENT OWNERS ASSOCIATION  |
| Tender Publishing Date | 12.06.2024  |

| Last date and time for submission of Technical Bid   | 22.06.2024   |
|--|--|
| Date and time for opening of Technical Bid & Financial Bid   | 25.06.2024   |
| EMD (no exemption)   | Rs. 5000/- (only by the Awarded BIDDER) refundable WITHOUT INTEREST after the contact is over. Draft or bankers cheque in the name of DIAMOND CITY WEST APARTMENT OWNERS ASSOCIATION |
| Period of Contract   | One year from the date of Supply Order and extendable further with the same terms and conditions.  |
| For viewing, quoting the detailed NIT and Qualifying Requirement, bidders may also visit our website | NOTICE BOARD/ MYGATE/WEBSITE<br>www.dcwaoa.org   |

#### DISCLAIMER

This Tender is not an offer by the DCWAOA, KOLKATA but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the DCWAOA, KOLKATA with the vendor/bidder.

#### ABOUT DCWAOA

DCWAOA, KOLKATA is registered residential society under the name of DIAMOND CITY WEST APERTMENT OWNERSHIP ASSOCIATION, 18, HO CHI MINH SARANI, KOLKATA,700061.

Online tenders are hereby invited on behalf of THE PRESIDENT, DCWAOA, KOLKATA Rate contract for "Supply of housekeeping consumable items for DCWAOA, KOLKATA" for a period of one year and extendable for further with mutual consent with same terms and conditions of this tender.

#### TENDER NOTICE

## NOTICE INVITING TENDER FOR RATE CONTRACT FOR SUPPLY OF HOUSEKEEPING CONSUMABLE ITEMS FOR DCWAOA, KOLKATA

- The PRESIDENT, DCWAOA, KOLKATA, invites bids (offline Tender) through website of DCWAOA, KOLKATA <a href="www.dcwaoa.org">www.dcwaoa.org</a> /NOTICE BOARD/MY GATE from reputed & genuine Manufacturers/ Importers/ Authorized Dealers/ Distributors who are interested and eligible to Supply of housekeeping consumable items for DCWAOA, KOLKATA.
- The tender shall be submitted in two stage and two parts, viz., technical bid and financial

bid. All the pages of bid being submitted must be signed stamped by authorised signatory and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. As of now, only the technical bid is uploaded as first stage.

- The bidders are required to regularly check the website/NOTICE BOARD/ MY GATE to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.
- The bid without Application fee will be rejected.

PRESIDENT DCWAOA

#### **Salient Points**

Bids (tenders) are invited for the Supply of housekeeping consumable items for DCWAOA, KOLKATA for a period of one year. Bids will be accepted from reputed & genuine manufacturers/ dealers/suppliers/Authorized Distributor/importers only.

The salient features of the tender are us under:

- 1. **Earnest Money Deposit (Refundable):** Rs. 5,000/-. The EMD of successful bidder shall be discharged after submission of performance security bank guarantee.
- 2. Validity of offer: The offer shall be valid for 180 days from the last date of submission of the bid and if your offered rates and items are accepted for Rate Contract the same will remain valid for the entire period of Rate Contract, i.e., The Rate Contract will be valid for period of one year from the date of issue of Rate Contract. It may be further extended upon mutual consent, for another period of one year, or more.
- 3. EXPERIENCE AND TURN OVER (Technical Bid Parameters):
  - a. The Bidder should necessarily have an establishment in KOLKATA
  - b. The Bidder should be GST Registered and should be an income tax payee.
  - c. The Bidder should be a profitable entity.
  - d. The Bidder should have the experience of supplying Housekeeping consumable to a HOUSING SOCITY/NGO/Charitable organization/Hospital/ Government/Semi-Government Institutes.
  - e. The Bidder should not have been blacklisted/ debarred by any government authority at any period of time.
- 4. **EMD**: The EMD should be in the form of bank guarantee /Bank Draft in the name of **DIAMOND CITY WEST APARTMENT OWNERS ASSOCIATION** from a scheduled bank. Those vendors who have been identified for the purpose of Rate Contract will be required to deposit the EMD of Rs. 5000/- within 01 week after accepting the Rate Contract and, in case of BG, it should be valid for a period of 15 months from the date of Rate Contract.

#### **SPECIAL TERMS & CONDITIONS OF THIS TENDER**

a) Financial Bid sample is enclosed. It should be filled. The list is only for the purpose of display of names of items WITH BRAND which may be procured on Rate Contract.

|          | <u>List Of Cleaning Material ( wITH BRAND)</u>           |              |                |             |               |       |
|----------|--|--------------|----------------|-------------|---------------|-------|
|          |  |              |                |             |               |       |
| Sr<br>No | Item   | Unit         | Rate in<br>Rs. | GST<br>in % | GST in<br>Rs. | Total |
| 1        | Phenyl with fragrance (BENGAL<br>CHEMICAL)               | Ltr          |                |             |               |       |
| 2        | Phenyl (White ) ( BENGAL CHEMICAL)                       | Ltr          |                |             |               |       |
| 3        | Black Phenyl (BENGAL CHEMICAL)<br>5 Lt. Jar              | 5 LTR<br>Jar |                |             |               |       |
| 4        | BINLINER Garbage Bags (36*42) all<br>Colours (PLASTOBAG) | KG           |                |             |               |       |
| 5        | BINLINER Garbage Bags (20*24) all<br>Colours (PLASTOBAG) | KG           |                |             |               |       |
| 6        | BiNLINER Garbage Bags (24*30) all<br>Colours (PLASTOBAG) | KG           |                |             |               |       |
| 7        | BiNLINER Garbage Bags (30*30) all<br>Colours (PLASTOBAG) | KG           |                |             |               |       |
| 8        | (35*45) (PLASTOBAG)                                      | KG           |                |             |               |       |
| 9        | (60*80) (PLASTOBAG)                                      | KG           |                |             |               |       |
| 10       | SET  | PSC          |                |             |               |       |
| 11       | Wet Mop Refill – 24" SET                                 | PSC          |                |             |               |       |
| 12       | Soft Broom ( MILTON)                                     | pcs          |                |             |               |       |
| 13       | Hard Broom   | kg           |                |             |               |       |
| 14       | Bleaching Powder (CLEANSOL)                              | KG           |                |             |               |       |
| 15       | Hand Gloves (SULFAR)                                     | PAIR         |                |             |               |       |
| 16       | Dry Mop Set - 18" (LIVRONIC)                             | PCS          |                |             |               |       |
| 17       | Dry Mop Set - 24" (LIVRONIC)                             | PCS          |                |             |               |       |
| 18       | Table Duster (QUELCOSA)                                  | 'PCS         |                |             |               |       |
| 19       | Toilet Brush (GALA)                                      | PCS          |                |             |               |       |
| 20       | Bucket-15 Ltr with Carry handle<br>( Nel kamal/ SUPRIM)  | PCS          |                |             |               |       |
| 21       | Mugs PLASTIC   | PCS          |                |             |               |       |
| 22       | DRUM 100 LTR WITH COVER                                  | PSC          |                |             |               |       |

|          | (NEELKAMAL)                                       |            |      |      |        |       |
|----------|---|------------|------|------|--------|-------|
| 23       | DRUM 100 LTR WITHOUT COVER                        | PSC        |      |      |        |       |
|          | (NEELKAMAL)                                       |            |      |      |        |       |
|          | List Of Cleaning Material (                       | WITH       |      |      |        |       |
|          | BRAND)  |            |      |      |        |       |
| Sr       |   |            | Rate |      | GST in |       |
| No       | Item  | Unit       | in   | GST  | Rs.    | Total |
|          |   |            | Rs.  | in % |        |       |
|          | TASKI D-2 CLEANING LEQUID 5                       |            |      |      |        |       |
| 24       | LTRS  | JAR        |      |      |        |       |
| 25       | TASKI D-7 CLEANING LEQUID 5                       | JAR        |      |      |        |       |
| 0.6      | LTRS  | LAD        |      |      |        |       |
| 26       | TASKI D-9 CLEANING LEQUID 5<br>LTRS               | JAR        |      |      |        |       |
| 27       | Dust Pan (SPARKMATE)                              | PCS        |      |      |        |       |
| 28       | FOMENYLE (500 ML)                                 | BOTT       |      |      |        |       |
|          | ,   | LE         |      |      |        |       |
| 29       | FOMENYLE (1000 ML)                                | BOTT       |      |      |        |       |
| 30       | WOODEN HANDLE 5FT.                                | LE<br>PSC  |      |      |        |       |
| 31       | Floor Cleaning Wiper Big with set                 | PCS        |      |      |        |       |
|          | (24") GALA  | 103        |      |      |        |       |
| 32       | Floor Cleaning Wiper Small (16")                  | PCS        |      |      |        |       |
|          | GALA  |            |      |      |        |       |
| 33       | Glass PATTI                                       | PCS        |      |      |        |       |
| 34       | COLIN LIQUID 500ML                                | BOTT       |      |      |        |       |
| 35       | COLIN LIQUID 1000 ML                              | BOTT       |      |      |        |       |
|          | COLIN LIGOR FOOT TIE                              | LE         |      |      |        |       |
| 36       | Taski (R2) LIQUID Floor Cleaner -                 | JAR        |      |      |        |       |
|          | 5 Ltr   | 145        |      |      |        |       |
| 37       | Taski (R6) LIQUID Floor Cleaner -<br>5 Ltr        | JAR        |      |      |        |       |
| 38       | DETTOL HANDWASH 1 LTRS                            | BOTT       |      |      |        |       |
|          |   | LE         |      |      |        |       |
| 39       | DETTOL HANDWASH 750 ML                            | BOT        |      |      |        |       |
|          | T 1:00!D41 1:01!D =:==0                           | TLE        |      |      |        |       |
| 40       | Taski SPIRAL LIQUID 5 LTRS                        | JAR        |      |      |        |       |
| 41<br>42 | WHEEL POWDER (PKT) 180 GM Room Freshener          | PKT<br>PCS |      |      |        |       |
| 42       | Naphthalene balls (BENGLE                         | KGS        |      |      |        |       |
| 70       | CHEMICAL)   | N43        |      |      |        |       |
| 44       |   | SET        |      |      |        |       |
| 45       | LIFE BOY BAR (SMALL) Soap                         | PSC        |      |      |        |       |
| 46       | DUSTBIN WITH WHEEL TROLLEY                        | PSC        |      |      |        |       |
| 4-       | (NILKAMAL)  | 0.00       |      |      |        |       |
| 47       | ScotCh Brite WITH HANDLE                          | PCS<br>PCS |      |      |        |       |
| 48       | ScotCh Brite WITH HANDLE ScotCh Brite WITH HANDLE | PCS        |      |      |        |       |
| 50       | OXALIC ACID (ACURO)                               | KG         |      |      |        |       |
| 30       | UNALIC ACID (ACURU)                               | K4         |      |      |        |       |

| 51       | MURIATIC Acid - 5 LTS (PURCULT) | JAR   |                   |             |               |       |
|----------|---------------------------------|-------|-------------------|-------------|---------------|-------|
| 52       |                                 | METER |                   |             |               |       |
| 53       | Water Pipe (3/4")               | METER |                   |             |               |       |
|          |                                 |       |                   |             |               |       |
|          | List Of Cleaning Material       |       |                   |             |               |       |
|          |                                 |       |                   |             |               |       |
| Sr<br>No | Item                            | Unit  | Rate<br>in<br>Rs. | GST<br>in % | GST in<br>Rs. | Total |
| 54       | Water Pipe (1")                 | METER |                   |             |               |       |

- 2) Note: Each Technically qualified vendor may provide samples of each items proposed to be supplied to DCWAOA for evaluation. A committee will identify the desirable items from among them and the commercial bid shall be prepared for supply of such identified items. Only the technically qualified bidders will be permitted in commercial bid.
- a) Rates should be quoted for one unit only i.e. one pack, one number/pair, one litre etc. MRP mentioned should be for the minimum saleable pack i.e. one pack, one number/pair, one litre etc.
- b) Rates quoted should be exclusive of taxes. Rate of GST against each item must be quoted as per format of Financial Bid.
- c) The prices quoted by the bidder should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the item.
- d) The quoted rates should be F.O.R (freight on road), insurance, cartage, labour charges etc. on Door Delivery basis at DCWAOA, KOLKATA.
- e) Quoted item serial number should be the same as the serial no. detailed in the item list of the tender document.
- f) Specifications of the quoted item should be the same as per the details given in the tender.
- g) Any plea for clerical / typographical error etc. would not be accepted. No Correspondence will be entertained after opening of Financial Bid.
- h) Conditional bid would not be entertained.
- i) A rational balance of quality, quantity and cost of the product offered / quoted by the firms, which meet the eligibility criteria, shall be the sole basis of awarding the contract.
- j) Supply of material is covered under this rate contract will ordinarily be made available on the basis of written supply order with terms and conditions as enumerated therein.
- k) **Liquidated Damages**: If the suppliers fail to deliver and place any or all the item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted. Alternately, DCWAOA will procure the item and charge

the differential value on the Bidder, if any.

- 1) Bidder should uphold good business practices.
- m) Efforts have been made to avoid duplication in the list of items tendered. However, in case of any identical/similar products/items tendered in duplicate intentionally or unintentionally, the financial bid will be designed accordingly.
- n) Delivery of goods shall be made by the supplier within 03-07 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of goods within 24 hours of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 2-4 hours.

#### **INSTRUCTIONS TO BIDDER**

1. Rate contract items will be purchased on monthly basis / as or when required.

#### 2. <u>SEARCHING FOR TENDER DOCUMENTS</u>:

- Tender documents can be viewed and downloaded from the website of DCWAOA, KOLKATA, www.dcwaoa.org (for reference only) / notice board/ My gate portal
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification.

#### 3. PREPARATION OF BIDS:

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender document carefully to understand the documents required to be submitted as part of the bid.

4. SUBMISSION OF BIDS: The Bids shall be submitted in hard copy with all details as required in a sealed envelope with subscribed "TENDER FOR HOUSEKEEKING MATERILS in the name of The Coordinator, VENDOR NEGOTIATING COMMITTEE, Diamond city west, Property Management Office, Ground floor of Tower-2, 18, HO, Chi, Minh Sarani, Bakultola, Sarsuna, Kolkata:700061. Late submission of Bids will not be entertained.

#### 5. Eligible Bidders:

- Bidders shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to bind the bidder provided Bidder is other than the owner of the organization.
- Bidders should not be associated or have been associated in the past, directly or indirectly, with any members or Board manager of DCWAOA.

#### 6. Amendment of Bidding Documents:

- At any time prior to the bid due date, the DCWAOA, KOLKATA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- Any addendum thus issued shall be part of the Bidding Documents pursuant and shall be notified on <a href="https://www.dcwaoa.org/Notice">www.dcwaoa.org/Notice</a> Board/ My Gate portal
- DCWAOA, KOLKATA may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

#### 7. Late Bids

Any bid received by the DCWAOA after the deadline for submission of bid shall be summarily rejected.

#### 8. Award Criteria

- 1. After the Technical Bid, eligible Bidders will be required to provide one sample of the items proposed to be supplied.
- 2. A committee in DCWAOA KOLKATA will identify the desirable items based on physical inspection and deliberations. A set of desirable items will be withheld by DCWAOA for the purpose of financial bid. These items shall be the first set to be supplied by the successful bidder and shall be kept as part of security-deposit which shall be billable/returnable, at the conclusion of the term of contract.

Once the successful bidder has supplied a new set of items, items belonging to other bidders will be returned along with the return of EMD without any interest.

- 3. The financial bid will be accordingly issued for the Bidders to submit their quotation.
- 4. <u>Upon opening of commercial bid, the bidder who has the maximum items as L1 will be given a chance to match the lowest quotes of same items from amongst the technically qualified bidder. This is for the purposes of administrative simplicity.</u>
- 5. In case the L1 Vendor refuses to match all the items, the bid will be split and as per needs DCWAOA, KOLKATA will issue supply orders to bidders as per the price discovery. Accordingly, there may be one, or more than one bidders.
- 6. The Successful bidder shall deposit a EMD of Rs. 5,000/- and enter into an MOU with DCWAOA, KOLKATA for supply of respective items in which they have quoted the lowest.
- 7. DCWAOA, Right to Accept Any Bid and to reject Any or All Bids

DCWAOA, KOLKATA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the DCWAOA'S ACTION.

#### 8. Acceptance of Purchase Order

DCWAOA, KOLKATA will issue the Purchase Order to the successful bidder, who has to submit an acceptance letter.

#### 9. Inspection, Testing & Expediting:

DCWAOA, or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 15 days and in the case of URGENT materials within 24 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the materials rejected so as to recover the freight charges from the supplier

#### 10. Payment terms:

After receipt and acceptance of material by DCWAOA KOLKATA, supplier shall submit bills. The bills will be verified by the Store Committee/ User department and an Inspection note will be drawn. 100% Payment will be released normally within 15 days after submission of bills, through CHEQUE/ online mode e-banking.

#### 11. Corrupt or Fraudulent Practices

DCWAOA, KOLKATA requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the

DCWAOA defines, for the purposes of this provision, the terms set forth below as follows:

- i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCWAOA, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCWAOA of the benefits of free and open competition;
- iii) The DCWAOA reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the DCWAOA determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

#### **Other TERMS AND CONDITIONS**

- 1. Even though bidders may satisfy the above requirements, they may be disqualified if they have:
  - a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
  - b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
  - c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
- 2. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents.
- 3. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
- 4. The bidder is required to fill up the entire format as provided in the relevant Annexures of the tender document.
- 5. At any time prior to the deadline for submission of bids, the DCWAOA, KOLKATA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a written amendment.
- 6. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.
- 7. The duly filled in tender should be submitted in sealed cover in the prescribed with all supporting documents.
- 8. Prices shall be quoted in Indian Rupees only.
- 9. Opening and Evaluation of Bids:

- a) The DCWAOA, KOLKATA will open all bids on the appointed date and time.
- b) Any effort by a Bidder to influence the DCWAOA, KOLKATA in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.
- c) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.
- 10. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall, be furnished and signed by proprietor/owner/managing partner/Director or authorized representative.
- 11. It will be the sole responsibility of the bidder alone to execute the entire contract on its award. No subcontracting, in any form will be permitted.
- 12. The bidder must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filing the tender and for entering into a contract for the execution of the same and acquaint himself with all local laws, regulations and practice.
- 13. The Courts of India at will have exclusive jurisdiction to determine any proceeding in relation to this contract.
- 14. **Change in Constitution of firm:** Any change in the pattern of ownership of the contracting party will not nullify the provisions of the contract. The contract will devolve on the successor owners.
- 15. Fall Clause: If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the DCWAOA at a fixed price lower than the price chargeable under the rate contract of the Institute, He/she shall mandatory notify any such reduction in MRP or Sale Price or offer of sale to the DCWAOA within a month of the earliest date of such a reduction in price. The price payable under contract with the DCWAOA will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and DCWAOA, KOLKATA shall have the right to impose penalty such as forfeiture of EMD, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of DCWAOA, KOLKATA authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

Late delivery clause - Penalty: If the suppliers fails to deliver and place any or all the Equipment/item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted. DCWAOA KOLKATA reserves to obtain supply at prevalent market rates, and the rate differential shall be made good from the PSD, which shall necessarily have to be recouped by the Vendor.

#### **Information required on challan & bills:**

- **a.** Challan: The Delivery Challan must show a stamp bear the following information:
  - i) Name of the item as, it is mentioned in Rate contract/ supply order.

- ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand if any)
- iii) Size of the item
- iv) Supply order no. and Date
- v) Date of manufacturing
- vi) Date of expiry
- vii)Batch number
- viii) Quantity of each item (in unit) (ix) Maximum Retail Price (MRP)
- b. Pre-receipted Bill (Tax Invoice), must always bear the following information:
  - (i) Name of the item as, it is mentioned in Rate contract/ supply order.
  - (ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name if any)
  - (iii) Size of the item
  - (iv) Supply order no. and Date
  - (v) Date of manufacturing
  - (vi) Date of expiry, where applicable
  - (vii) Batch number, where applicable
  - (viii) Quantity of each item (in unit)
  - (ix) Value of each item
  - (x) Total value of the bill
  - (xi) The amount of GST paid by the supplier.
  - (xii) Maximum Retail Price (MRP)

**Recovery of Excess Payment made to Supplier Agency:**-If a result of post payment audit any over payment is detected in respect of any supply/work done by the supplier Agency or alleged to have been done by the Agency under this Tender Enquiry, it shall be recovered by the DCWAOA from the Agency and Agency is liable to be deposit back the excess extra amount received by them from their agreeable amount as per Purchase Order/Work Order from DCWAOA within 15 days' time period as and when they will receive written request from DCWAOA, KOLKATA in this connection.

**Force majeure:** Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the either, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulation of the Government, lookouts and strikes, riots,

embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.

**Termination of Contract:** In case any party (DCWAOA) wants to withdraw from the rate contract, it can do so after giving 03 (three) months' notice in writing to the DCWAOA.

**Exclusive right:** The PRESIDENT, DCWAOA, KOLKATA, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.

Cartel and Multiple Bids: Multiple bids being submitted by one party or of common interest are found in two or more tenderer, the parties are liable to be disqualified. While processing the tender documents, if it comes to the knowledge of the DCWAOA, KOLKATA that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender, the tenders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years or more.

#### **ACKNOWLEDGEMENT**

The Bidder acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which supply of housekeeping consumable items including transportation at DCWAOA, KOLKATA Temporary/ Permanent is to be done as per the terms, clauses and conditions, specifications and other details of the contract. The Bidder shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to in the contract or to evading any of his obligations under the contract.

#### **Undertaking**

- 1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
- 2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
- 3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ EMD after the issue of Purchase Order, as applicable, in the format to be provided by DCWAOA, KOLKATA in addition to execution of a Contract as pre-condition for obtaining the supply orders.
- 4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the DCWAOA, KOLKATA immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

| 5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same. |
|--|
| (Signature of the Bidder)  |
| Name:  |
| Designation with Seal of the Firm:   |
|  |
|  |

#### TECHNICAL BID (Part –

<u>1)</u>

#### Documents/Details to be submitted:

| S.No. | Particulars  | To be filled by the Tenderer (give details with proof) |
|-------|--|--|
| 1.    | Name and address of bidder:  | ,  |
| 2     | Name of the Head of the  Organization/Managing Director  |  |
| 3     | Telephone No./Fax No./Email address:   |  |
| 4     | Legal Status (Attach copies of original document defining the legal status/ undertaking on original letter head)  a) Public Ltd./Govt. /PSU:  b) Pvt. Ltd:  c) Firm /Private Society/Trust  d) Partnership:  e) Sole Proprietorship/Single |  |
| 5     | Person.:<br>Year of Establishment  |  |
| 6     | Activities/ Services Offered   |  |
| 7     | Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy).  |  |
|       | 1. Registration Number:  |  |

|   | <ul><li>2. Organization/Place of registration:</li><li>3. Date of validity:</li></ul>  |  |
|---|--|--|
| 8 | PAN (to be enclosed copy)  |  |
| 9 | Were you or your company/<br>organization ever required to<br>suspend the work for a period of   |  |
|   | more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work. |  |

| S.No. | Particulars   | To be filled by the Tenderer (give details with proof) |
|-------|---|--|
| 10    | Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reason for not completing the work. |  |
| 11    | Pre-qualification criteria  | Enclosed   |
| 12    | Undertaking regarding Blacklisting/debarment Status of Bidder   |  |
| 13    | Bid Securing Declaration  |  |
| 14    | No Conflict of Interest   |  |
| 15    | Annual turnover and Profitability Statement   |  |

#### **Pre-qualification criteria**

Please respond in Yes or No: In case you do not fulfil any of the conditions, please specify:

| S. | Item   | Say     |
|----|--|---------|
| No |  | Yes/ No |
| 1. | Registration: The bidder should be Income tax filer and should be registered with GST Department                                     |         |
| 2. | Earnest Money Deposit of Rs. 5,000   |         |
| 3. | The Bidder should necessarily have an establishment in KOLKATA (Please give an address proof on the letter head of the organization) |         |

| 4.a | The Bidder should have a turnover of Rs.2 Lakhs during FY 2021-22 & 2022 - 23 Rs.4 Lakhs or a combined turnover of Rs. 5 lakhs during FY 2021-2022 and 2022-23 from the business of sale and supply of housekeeping consumable items  (Certificate signed by a Chartered Accountant) |
|-----|--|
| Ь.  | The Bidder should be a profitable entity.  |
| 5.  | The Bidder should not have been blacklisted/ debarred by any government authority / Housing Complex at any period of time.  (Undertaking)  |

#### Self Declaration for non-black listing/ debarment

| The certificate below is to be provided by the bidder.  |
|---|
| <to be="" company="" letterhead="" on="" printed=""></to>   |
| We confirm that our companyas on date of submission of the proposal is not blacklisted by any organisation/ Central/State Government/PSU entity in India for corrupt, fraudulent or any other unethical business practices. |
| Sincerely,  |
| (Signature)   |
| (Name and signature of Authorised person of company)  |

#### Bid Securing Declaration Form

| Date:          | Tender/RFE No. |
|----------------|----------------|
| То             |                |
| The President, |                |
| DCWAOA         |                |

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the EMD, in accordance with the Instructions to

Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_\_day of \_\_\_\_\_\_(insert date of signing)

Corporate Seal (where appropriate)