

**GOVERNMENT OF ASSAM  
CHIEF MINISTER'S SECRETARIAT, DISPUR  
CM BLOCK, JANATA BHAWAN, DISPUR, GUWAHATI-781006**

No.CMS(A)33/2022/488

Dated Dispur, the 13<sup>th</sup> September, 2023

**BID DOCUMENT FOR SUPPLY OF PACKAGED DRINKING WATER TO CM'S  
SECRETARIAT VIDE ONE YEAR RATE CONTRACT.**

1. Sealed tenders are invited from Guwahati based manufacturers/franchisee in the format as given under **Annexure 'A'** to participate in the tender (**No.CMS(A)33/2022/487 dated- 13/09/2023**) for supply of packaged drinking water through a rate contract for 1 (one) year from the date of signing of the rate contract, to the Chief Minister's Secretariat, Dispur, against indent issued on as and when required basis.
2. Details of the requirement including, packaging, brand/make along with approximate annual requirement of packaged drinking water is as follows:

Sl.	Packaging Details	Estimated Annual Requirement	Bid Security (Rs.)	Make/Brand
1	1 L Bottle	10,000 Bottles	Rs.8,000/-	1.Bisleri 2.Bailley 3.Kinley
2	2 L Bottle	5,000 Bottles		4.Aquafina 5.Kingfisher

**Note:**

- *The bidder shall apply any one of the brand as mentioned above, if awarded the contract.*
  - *The actual quantities to be ordered may increase/ decrease depending upon the climate and requirement.*
3. Interested parties, if they so desire, may visit the Deputy Secretary to the Govt. of Assam, Chief Minister's Secretariat, Dispur at 1<sup>st</sup> Floor, CM Block, Chief Minister's Secretariat, Janata Bhawan, Dispur on any working day between 10.30 A.M. and 4.00 P.M. (except 2<sup>nd</sup> & 4<sup>th</sup> Saturdays, Sundays & Holidays) for any clarification, before quoting the rates.
  4. Bidding will be conducted through Competitive Bidding Method and procedures as specified in "The Assam Public Procurement Act, 2017" and "The Assam Public Procurement Rules, 2020".
  5. The Bidding Documents will be available for download in the website <https://www.assam.gov.in> and <https://sppp.assam.gov.in> from 12/09/2023.
  6. The Bids are to be submitted (by hand/post) following two envelop system in two separate sealed envelopes for Technical Bid and Financial Bid respectively. The sealed covers shall be superscribed as given below:

(a) For Technical Bid:

**"TECHNICAL BID FOR SUPPLY OF PACKAGED DRINKING WATER TO CM'S  
SECRETARIAT VIDE ONE YEAR RATE CONTRACT (TENDER REFERENCE  
NO.....DATE:....."**

**Name & Address of the Bidder: XXXXXX**

(b) For Financial Bid: **“FINANCIAL BID FOR SUPPLY OF PACKAGED DRINKING WATER TO CM’S SECRETARIAT VIDE ONE YEAR RATE CONTRACT (TENDER REFERENCE NO.....DATE:.....”**

**Name &Address of the Bidder:XXXXXX**

7. The bidder shall put the sealed covers of both the bids (technical and financial) in a single outer cover duly sealed and superscribed as below:

**“BID FOR SUPPLY OF PACKAGED DRINKING WATER TO CM’S SECRETARIAT VIDE ONE YEAR RATE CONTRACT (TENDER REFERENCE NO.....DATE:.....”**

**Name & Address of the Bidder: XXXXXX**

8. Every page of the bid must be serially numbered, stamped and signed by the authorized representatives of the bidder, failing which, it is liable to be rejected.
9. The bid may be sent either by post sufficiently in advance so as to reach the Chief Minister’s Secretariat within the stipulated date & time or may be delivered personally to Deputy Secretary to the Govt. of Assam, 1<sup>st</sup> Floor, CM Block, Chief Minister’s Secretariat, Janata Bhawan, Dispur.

*(entry pass shall be obtained by the bidders from Gana Seva Bhawan, Janata Bhawan, Dispur as per official procedure.)*

10. The bidders are expected to examine all the instructions, formats, terms & conditions and specifications as given in this bidding document and accordingly prepare the bid. Failure in the part of the bidder to furnish all required information and document in the bid will be at own risk and may result in rejection of the bid.
11. The bids complete in all respect must reach the office of the Tender Inviting Authority not later than the date & time specified for submitting the same. In case, the date of submitting the tender is declared as holiday, then next working day will be treated as due date of tender submission.

## **INSTRUCTION TO THE BIDDER**

1. The bidders are required to quote their best rates for all two items i.e. 2 Litre bottle and 1 Litre bottle of a particular brand as mentioned (not from separate brands) in the “Financial Bid” as per the format given in “Annexure-D”. The bids without the rates of all the two items of a particular brand will be rejected.
2. The rate contract with the winning bidder shall be valid for a period of one year from the date of signing of the contract which may be extended for another year with mutual consent in similar terms and conditions.
3. Selection of the successful bidder (i.e. L1 Bidder) shall be on the basis of “Total Annual Combined Cost” of all two items calculated on the basis of “Total Estimated Annual Requirement” and the price offered in the Financial Bid, as per Annexure-D.
4. The winning bidder (L1 bidder) shall be issued Letter of Acceptance by the Tender Inviting Authority intimating the award of contract and requesting for submission of required performance security within 10 (ten) working days of issue of this letter and to sign the contract.
5. The bid security of the winning bidder shall be liable for forfeiture by the Authority, in case it fails to deposit the performance security and sign the contract within the given timeline of 10 working days from issue of the Letter of Acceptance.
6. Bidder must submit a refundable Bid Security of Rs.8,000/- (Rupees eight thousand) only in the form of Fixed Deposit Receipt / Term Deposit Receipt duly lien marked or in form of Demand Draft (DD)/Bankers Cheque, in favour of Commissioner & Secretary, Chief Minister’s Secretariat (CMS), CM Block, Janata Bhawan, Dispur, Guwahati – 781006. Bid Security will be refunded to the unsuccessful bidders within 30 days after awarding of the contract.
7. Bid Security of unsuccessful bidders would be returned in the original mode of submission via post after the contract has been finally awarded to the successful bidder.
8. The bidder must have a minimum Average Annual Turnover of Rs. 1.00 Cr (Rupees One Crore) during last three financial year ending on 2022-23. The bidder has to submit turnover certificate in the format given in **Annexure-C** along with self-attested copy of the Audited Statement of Accounts. Non-submission of Audited Statement of Accounts shall render the bid liable for cancellation.
9. Any over-writing, over-typing or erasing of figures or words in the bid which render it doubtful and ambiguous are not allowed and shall render the same invalid.
10. Hypothetical or conditional bid will not be entertained. Bids shall not be allowed to be withdrawn or altered after due date of submission. Withdrawal of bids after due date for submission shall result in forfeiture of Earnest Money Deposited.
11. The Chief Minister’s Secretariat will deal with the bidder directly and no middlemen/agents/commission agents etc., should be asked by the bidder to represent their cause and they will not be entertained by the Chief Minister’s Secretariat.
12. The bidder shall quote rates both in figures and words. In case of any discrepancy, the figures mentioned in words will be considered.

13. The bidder shall furnish details about his present business, permanent address, past experience, Supply details of clients in public sector and also have to submit the documents in support of same.
14. All the pages of bid including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
15. Each bidder has to certify that all the terms and conditions are acceptable to him. The Earnest Money Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein.
16. The bid shall remain valid for a period of 120 days from the due date of submission. The bidder shall not be entitled during the said period of 120 days to revoke or cancel its tender or to vary the tender or any terms thereof.
17. The bidder should be manufacturer/franchisee of the particular brand items it has quoted in the financial bid. The bidder is required to submit supporting documentary evidence to this effect along with the technical bid.
18. The Chief Minister's Secretariat, in its discretion, reserves the right to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason thereof.
19. The Chief Minister's Secretariat reserves the right to seek clarification or verification of any information furnished by the bidder.
20. The rates quoted by the bidder, if found to be unreasonable or unrealistic, then the bid shall be liable for rejection, even if it is the lowest.
21. The bidder shall give an undertaking (as per Annexure 'B') that it is not currently blacklisted and its business dealings with Central/ State Government/ Public Sector units/ Autonomous bodies is not currently banned/ terminated on the account of poor performance.
22. The bidder should submit proof of his/her domicile in Guwahati city along with address of the office.
23. The bidder must submit the following quality certifications:
  - (i) Copy of valid certificate of FSSAI Licence.
  - (ii) Copy of valid certificate of BIS Licence.
  - (iii) Copy of report of complete analysis issued by FSSAI Notified laboratory as per standards laid down in Regulation 2.10.8 of Food Safety & Standards (Food Products Standards and Food Additives) Regulations, 2011 conforming to above standards.

## CONDITIONS TO CONTRACT

### GENERAL

1. Performance security amounting to of **Rs.20,000/- (Rupees Twenty Thousand only)** will be deposited by the successful bidding before signing of the contract. The Performance Security will be deposited through Bank Guarantee as per proforma given at Annexure-E or Fixed Deposit Receipts (duly lien marked) in favour of Commissioner & Secretary, Chief Minister's Secretariat (CMS), CM Block, Janata Bhawan, Dispur, Guwahati – 781006. The validity of the performance security shall be for a period of 14 months from the date of signing of the contract. The Performance security will be refunded on written request after 60 days of successful completion of the contractual period and payment of last bill whichever is later.
2. The bidder should provide the name and telephone/mobile number of person, who can be contacted at any time, even beyond office hours and on holidays. The bidder should be capable to arrange the supply even at short notice.
3. The Chief Minister's Secretariat will have the right to place order to supply required quantity of packaged drinking water even beyond office hours, and on holidays, for which, no additional payment will be made.
4. The supplier shall maintain the quality, purity and taste of product same throughout the year. The quality of bottles used for packaging of drinking water should be as per approved BIS standard norms and each bottles should be clean, transparent and shouldn't have fungus (any green or other colour layer).
5. The bill in triplicate may be sent to this office for settlement after delivery of the material has been done satisfactorily. No payment will be made for rejected supplies. All payment shall be made as per norms laid down by the Government of Assam.
6. The supplier shall make his own arrangement of loading, unloading and transporting of the packaged drinking water jars and bottles up to the point delivery.

## **PENALTIES & SETTLEMENT OF DISPUTES**

1. The supply of packaged drinking water will have to be made in the Chief Minister's Secretariat from 10.00 AM to 4.00 P.M as and when asked to do so. If the supply is not made within the stipulated time and the Chief Minister's Secretariat has to purchase the packaged drinking water from the market at higher rates, the excess amount spent on the same will be deducted from the bill of the contractor in addition to imposing penalty of 1% per day subject to maximum penalty of 10% of delayed supply.
2. Even after awarding of Contract to supply packaged drinking water, the Chief Minister's Secretariat reserves the right to terminate the services at any time, if the same are not found satisfactory in addition to forfeiture of performance security for the loss and inconvenience caused to the Chief Minister's Secretariat.
3. In case the supply is not found in conformity with the approved specifications/ quality and any complaint is received about its quality and performance during the course of their use/utilization, the entire supply will have to be replaced with the good one/quality exactly commensurate with the approved specifications at the cost of the bidder.
4. The Purchaser and the supplier shall make all out efforts to resolve the disputes and/ or the dissensions, if any ever arises out of the contract, amicably by direct and formal or informal negotiations.

If the parties fail to arrive at an amicable settlement within 15 (fifteen) days from the date of commencement of the mutual discussion towards settling the dispute or dissension the matter may be referred to The Secretary to the Chief Minister, Assam (or his designated representative) to act as an arbitrator for a settlement through arbitration.

In case the dispute/ dissension between Purchaser and Supplier could not be resolved by arbitration within 30 days from the date of commencement of the process of arbitration, then the legal dispute may be pursued only at the Court (s) under jurisdiction of/ at Gauhati High Court, Guwahati.

**BID APPLICATION**

*(To be filled in by the bidder with reference to Notice Inviting Bid for awarding of contract for one year for supply of packaged drinking water)*

1.	Name of the bidder with address	:	
2.	Nature of Business/Status		Manufacturer/ Franchisee <i>(Documentary evidence to be furnished, as applicable)</i>
3.	Name of the contact person (with Telephone No./ Mobile No./ Fax No. and e-mail ID)	:	
4.	GST No. (self-certified copy to be attached)	:	
5.	PAN No. (self-certified copy to be attached)	:	
6.	Copy of up-to-date Trade license from the competent authority	:	
7.	Whether all the terms & conditions of NIT are agreeable	:	Yes/No
8.	Undertaking form for blacklisted/ banned by any Government Department/ Public Sector undertaking/ Autonomous Body	:	As per Annexure-B
9.	Turnover Statement	:	As per Annexure-C
10.	Financial Bid (to be submitted separately in sealed envelope)	:	As per Annexure-D

Signature with seal  
Bidder/Authorised Signatory

Date:  
Place:

**DECLARATION**

I/ We the manufacturer/ franchisee of packaged drinking water of brand name..... participating in the tender (Ref No.....Date.....) for supply of packaged drinking water to the CM's Secretary, Guwahati, Assam do hereby declare that:

- a) I/ We qualify to participate in the bidding process as per the terms and conditions mentioned in the bidding document.
- b) I/ We have not been blacklisted or debarred from participation in the bidding process by any government department/institution/body or by public sector undertaking that is currently in force.

Date :

Signature of the Bidder/ Authorized Signatory with Seal  
Name.....



**ANNEXURE-'C'**

**TURNOVER DURING LAST THREE FINANCIAL YEARS**

**Name of the Bidder:**

**Tender Reference No.**

*(Amount in Rupees)*

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Gross Turnover</b> (As per the Audited Statement of Accounts)	<b>Supporting Document</b>
<b>1</b>	<b>2020-21</b>		Self-attested copy of Audited Statement of Accounts to be enclosed.
<b>2</b>	<b>2021-22</b>		
<b>3</b>	<b>2022-23</b>		
	<b>Total</b>		
<b>Average Annual Turnover</b>			

**Signature of the Bidder/Authorised Signatory**

Name: .....

**PRICE BID**

*(To be submitted in a separate sealed envelope)*

<b>S.N</b>	<b>Item</b>	<b>Rate per Unit (Including GST)</b>	<b>Annual Estimated Requirement</b>	<b>Total Annual Estimated Cost of Supply</b>
(A)	(B)	(C)	(D)	(E=CxD)
1.	1 L Bottle		10,000 Bottles	
2.	2 L Bottle		5,000 Bottles	
<b>Total Annual Combined Cost for Price Comparison</b>				

- a) The price shall be **including** the cost of the bottle.
- b) The brand of the packaged drinking water offered to supply should be one of the brand as mentioned in NIB.

**Signature of the Bidder/Authorised Signatory**

Name: .....

**PERFORMANCE BANK GUARANTEE PROFORMA**  
***(In the letterhead of the bank)***

**To**

**The Secretary to Chief Minister, Assam,  
Chief Minister’s Secretariat (CMS),  
Government of Assam.**

**OUR LETTER OF GUARANTEE No.:** \_\_\_\_\_

In consideration of Chief Minister’s Secretariat (CMS), CM Block, Janata Bhawan, Dispur, Guwahati, Assam – 781006 (hereinafter referred to as “CMS” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators officers and executors) and having awarded “Contract” issued vide Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/ on M/s \_\_\_\_\_ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, officers and executors).

Whereas “The Supplier” having unequivocally accepted to provide the services as per terms and conditions given in the agreement/ bid document \_\_\_\_\_ dated \_\_\_\_\_ / Contract No. \_\_\_\_\_ dated \_\_\_\_\_ and CMS having agreed that “The Supplier” shall furnish to CMS a Performance Bank Guarantee for the faithful performance of the entire contract, for the value of INR \_\_\_\_\_ (Indian National Rupees \_\_\_\_\_ only).

We, \_\_\_ (“The Bank”) which shall include our successors, administrators, officers and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of \_\_\_\_\_ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the tender document/ Agreement/ Purchase Order.

Hereby, we undertake to pay up to but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of “The Supplier” having failed to perform the agreement and despite any contestation on the part of above named Supplier.

This Letter of Guarantee will expire on \_\_\_\_\_ including 60 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

**Authorized Signatory /Manager**  
**Seal of Bank**

**LETTER OF ACCEPTANCE**

**[on letterhead paper of the Purchaser]**

..... **date** .....

To: [insert name and address of the winning Bidder]

Subject: Contract No. ....

This is to notify you that your Bid dated [insert date of bid submitted by the bidder] for supply of packaged drinking water to Chief Ministers Secretariat against our Tender Ref.No. [insert Tender Ref. No.] is hereby accepted by us for the rates as offered vide your financial bid. The rates offered by you and accepted by us is given as below:

You are requested to furnish the Performance Security of Rs.20,000/-(Rupees twelve thousand only) within 10 working days form issue of this letter in the form and manner as mentioned under Conditions to Contract of the Bidding Document and sign the contract in the format given in **Annexure-G**.

Signature:.....

Name and Designation of the Signing Authority

**ANNEXURE-G**

**AGREEMENT FOR RATE CONTRACT**

*(Rs 100.00 non-judicial stamp paper)*

THIS AGREEMENT made on the <insert day month & year > between Government of the State of Assam represented by < insert the name of the authority who is signing this agreement> (hereinafter called the “**Authority**”) which expression shall, where the context so admits, be deemed to include his/her successors in office and assigned) of one part

**AND**

<insert name of the winning bidder> (hereinafter called the “**Supplier**”) represented by ..... (Name of the Authorized Signatory and Designation), Aged..... years, residing at ..... (Full Residential Address of the Signatory) of the other part:

WHEREAS the *Authority* had invited Bids from eligible parties to be selected in the bidding process for supply of packaged drinking water to CM Secretariat through one year rate contract vide Bidding Document Reference No.....Dated.....

WHEREAS the Supplier had submitted bid in response to the “Notice Inviting Bid” issued by the Authority. The *Authority* declared the Supplier as the preferred bidder based on the technical and financial proposal submitted.

WHEREAS the supplier agreed to supply the packaged drinking water as per the tender terms and conditions at the offered rate given as below:

Sl. No.	Item & Brand	Unit Rate (Including GST)	Estimated Annual Requirement
1			
2			

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Rate Contract, and the priority of the documents shall be as follows:
  - (a) the Letter of Acceptance;
  - (b) the Supplier’s Bid (Technical & Financial)
  - (c) the Conditions of Contract

2. The mutual rights and obligations of the Authority and the Supplier shall be as set forth in the Contract, in particular:

- (a) this agreement will come into effect for a period of 1 (one) year from .....
- (b) the Supplier shall supply the packaged drinking water in accordance with the provisions of the Contract; and
- (c) the Authority shall make payments to the Supplier in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

**(For the Authority)**

(Signature, Name, Designation  
and Address with Office seal)

**(For the Supplier)**

(Signature, Name, Designation  
and Address with Office seal)

In presence of:

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)