

F. No.20-02/2017-GA
Telecom Regulatory Authority of India
General Administration Section
Mahanagar Doorsanchar Bhawan
Jawaharlal Nehru Marg, Near Zakir Hussain College
New Delhi – 110 002
(Visit us at www.trai.gov.in)

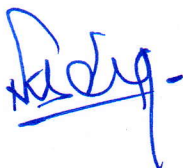
B I D O C U M E N T

NOTICE FOR INVITING SEALED TENDERS FOR SUPPLY OF VARIOUS CONFECTIONARY ITEMS LIKE TEA/COFFEE, MILK POWDER, SUGAR CUBES, TEA BAGS, JUICE AND BISCUITS ETC. FOR OFFICIAL USE IN TRAI OFFICE, NEW DELHI-REG.

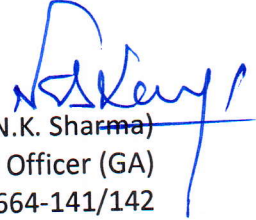
- Issuing Officer : Telecom Regulatory Authority of India,
Gen. Admn., Section, Mahanagar Doorsanchar Bhawan
Jawahar Lal Nehru Marg, (Old Minto Road),
New Delhi-110002
- Tender No. : **F. No.20-02/2017-GA**
- Date of issue of Tender : **17/05/2017**
- Last Date of receipt of Tender: **Up to 05 /06/2017 Time 15:00 hrs.**
- Date of Opening of Tender : **05/06/2017, Time 15:30 hrs.**
(If the tender opening date is declared a holiday by Govt.
of India then the tender shall be opened on next working
day at same time.
- Tender Forms Available From: A complete set of Tender Documents can be downloaded
from TRAI web site i.e.
<http://www.trai.gov.in/content/Tender.aspx> and also
From CPP Portal.
- Earnest Money Deposit : **Rs. 14,000/- only.**
- Total Estimate Cost of work : **Approximately Rs. 7, 000, 00/- only.**

2. Sealed tenders are invited from reputed firms for supply of various Confectionary items like tea/coffee, milk powder, sugar cubes, tea bags, juice and biscuits etc. for official use in the TRAI, New Delhi/NCR.

3. The bid should be submitted in a sealed cover envelope duly super-scribed "Tender for supply of Confectionary items in TRAI office", New Delhi/NCR.



4. Bidders are advised to go through the tender document carefully and understand various provisions contained therein along with their implications.
5. The Bidders shall have to deposit EMD of Rs. 14,000/- (Rupees fourteen Thousand only) in the form of Demand Draft drawn on any scheduled bank in favour of "TRAI" payable at "New Delhi" along with the bid.
6. Intending eligible bidders may obtain a copy of bid document from Sr. Research Officer (GA), TRAI, Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg, New Delhi - 110002 or the same can be downloaded from the website of TRAI i.e. www.traigov.in.
7. In case the prospective bidders need any clarification regarding any terms and conditions of the bid document, the bidder may seek clarification from the undersigned in person or telephonically before the last date of submission of tender.



(N.K. Sharma)
Sr. Research Officer (GA)
Phone No. 011-23664-141/142

TERMS AND CONDITIONS OF TENDER

1. Introduction

The TRAI, New Delhi invited the sealed bids from reputed company/firm with adequate experience in the field for award of Contract for supply of various Confectionary items like tea/coffee, milk powder, sugar cubes, tea bags, juice and biscuits etc. for official use in the TRAI, New Delhi/NCR.

2. Scope of work

The bidder is required to supply of various Confectionary items like tea/coffee, milk powder, sugar cubes, tea bags, juice and biscuits etc. for official use in the TRAI, New Delhi, as per the specifications and conditions specified in Annexure-I of this tender document.

3. Following documents must be submitted along with the Tender document failing which the tender will not be accepted:-

- 3.1 Tender document with all pages duly signed and embossed with official seal.
- 3.2 Demand Draft of Rs. 14,000/- towards Earnest Money Deposit in favour of 'TRAI', payable at "New Delhi".
- 3.3 Proof of registration for VAT (TIN) registration number/Service tax Certificate. A self-certificate shall be given in case the tenderer is not covered under service tax.
- 3.4 Copies of minimum three works of similar nature during the last five years from the date of issue of Limited Tender Enquiry in Central & State Govt. offices/Public Sector Undertaking/MNC. In case of running contract, bidder should obtain the necessary certificate from Concerned Authority and attach with Limited Tender Enquiry.
- 3.5 Copy of PAN Card.
- 3.6 The firm blacklisted at any point of time by any Ministry/Department need not apply. In case the fact is concealed and it will come to the notice of the TRAI, New Delhi during the period of contract, the contract shall be terminated straightway and the security deposit will be forfeited. If the fact comes to notice before award of contract, his bid shall be rejected outright & tender may be awarded to L2 bidder. **A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt. Public Sector Units or its contracts have not been terminated on account of poor performance**

4. Instructions to bidders

- 4.1 A complete set of Tender documents can be downloaded from TRAI website i.e. www.traigov.in or from cpp free of cost.
- 4.2 The Tender documents should be submitted in sealed cover envelope duly superscripted as "Tender for supply of various Confectionary items in TRAI office, New Delhi" and addressed to Senior Research Officer (GA) TRAI, 7th Floor, Mahanagar Doorsanchar Bhawan, Old Minto Road, Jawaharlal Nehru Marg, New Delhi-110002.



4.3. **The tender duly completed in all respect must reach the designated address up to 1500 hrs on 05/06/2017 positively. Tenders received after 1500 hrs on 05/06/2017 will not be considered.** The tender will be opened on same day at 15:30 hrs. If the tender opening date is declared a holiday by Govt. of India then the tender will be opened on next working day at same time and venue. The bidders or their authorized representatives may be present if they so desire.

5. **TRAI reserves the right to:-**

- 5.1 Accept or reject the bid without assigning any reasons.
- 5.2 Relax any tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the interest of TRAI.
- 5.3 TRAI reserves the right to re-tender or modify the Terms and conditions of the tender.
- 5.4. Disqualify the tenderers, blacklisted by the Central Govt./ State Govt. offices/Public Sector Undertaking or whose contract have been terminated on account of poor performance.

6. **EARNEST MONEY DEPOSIT (EMD)**

- 6.1 The tenderer will be required to deposit a sum of **Rs. 14,000/- (Rupees Fourteen Thousand only)** as earnest money along with completed tender documents. The earnest money is towards an undertaking by the tenderer that the tenderer will not back-out from 'his offer or modify the terms and conditions thereof in a manner not acceptable to TRAI. If the tenderer fail to observe or comply with the said stipulation, the entire EMD amount shall be liable to be forfeited by TRAI.
- 6.2 The deposit as referred to under para 6.1 above shall be made by Pay Order' or Demand Draft made in favour of TRAI payable at New Delhi and valid for a minimum period of three months after the date of issue.

7. **PERFORMANCE GUARANTEE/SECURITY DEPOSIT**

- 7.1 **The successful Tenderer whose rates are finally accepted must deposit an amount of 10% of the contract value for 12 months towards Security Deposit for performance guarantee under the contract within 15 days of issue of offer letter.** The EMD amount deposited by the Tenderer will be refunded after signing of Agreement including that of successful bidder. The security deposit shall be deposited by Pay Order or Demand Draft made out in favour of TRAI payable at Delhi. If the Tenderer fails to observe or comply with the said stipulation, the amount of earnest money shall liable to be forfeited. No interest will be payable on the security deposit by this office and the security deposit will be returned only after successful completion of the contract period.



8. Evaluation of Bids:

- 8.1 Bids shall be opened on the day of opening at 1530 hrs in the presence of bidder's representatives, who wish to attend at their cost. The bidder's representatives, who are present, will be required to put their sign in attendance register.
- 8.2 An evaluation committee consisting of officials from TRAI will evaluate the bids of all the bidders, both technically and commercially.
- 8.3 Conditional bids shall be summarily rejected.
- 8.4 The documents furnished by the bidder will be examined to see whether the qualifications and specific requirements including technical mentioned in this document are fulfilled.

Criteria for Evaluation of Bid

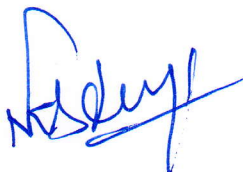
- 8.5 Bidders will be required to quote their rates as per the schedule of rates as given in Annexure-I. L-1 will be decided on the basis of overall cost on the basis of quantity indicated by TRAI in the SOR multiplied by the rate quoted by the firm. The rate must be quoted inclusive of all taxes.

9. PERIOD OF CONTRACT

- 9.1 At the initial stage, the contract shall be awarded for a period of two years from the date of commencement of agreement. TRAI will have discretion for extending it for further period of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of TRAI.
- 9.2 It shall be obligatory on the part of the firm to continue to work at the same rates even beyond contracted period for at least 3 (three) months or till the new contract is finalized, whichever is earlier.

10. PAYMENT CONDITION

- 10.1 No advance payment will be made in any case.
- 10.2 payment of Bills shall be paid after received the items at the prices approved by the TRAI, if found in order. In case of any complaint of non-fulfillment or any obligation under the contract, the TRAI reserves the right to deduct the payment due from the firm from monthly bill(s).
- 10.3. The payment shall be made through RTGS/NEFT.
- 10.4. TDS and all others taxes will be deducted as per applicable laws time to time.



11. The terms & conditions of the tender & resultant contract shall be as under:-

- a. The successful bidder would be required to supply the required items to the TRAI Office, New Delhi at his own cost. In case TRAI office will shift from present location to another location, within NCR supply will be made by vendor at new location. The firm supply required items on very short notice as and when required and within three days from the date of issue of the order in normal course of delivery.
- b. The firm should provide working landline as well as Mobile number.
- c. Bidders may please quote their maximum %age discount on MRP and it shall be ensured that there is no cutting/overwriting tempering labeling on such items. The %age discount 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 Two year. It may specifically be noted that no change in the rates offered would be allowed except when the change occurs on the MRP of the item during the currency of the contract as mentioned in clause (d) below.
- d. The successful bidder will submit revised MRP of the items whenever the change is occurs on the MRP of the Item to TRAI, New Delhi, Payment shall be made after considering the quoted discount for that items.
- e. The contract shall normally be awarded to the maximum %age discount on MRP offering bidder whose bid has been found to be responsive and who is eligible/qualified as per the terms and conditions incorporated in the tender letter.
- f. If the supplier fails to supply the required items in the stipulated time, TRAI, New Delhi shall be free to make necessary procurement of various items 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. Further in case of any deficiency in service, a penalty upto 10% of the total amount of the bill for the relevant period will be imposed.
- g. The TRAI, New Delhi shall be free to test the sample of various items supplied by the supplier from any independent source for which all required cooperation/documentation shall be submitted by the suppliers.
- h. The bidder shall ensure supply of items not later than Two month of manufacturing date. The TRAI, New Delhi also entitled to receive latest packing with all scheme relating free/gift/extra quantity items as may be available in the market upon such items.
- i. The firm also ensure that supply items should be with the same brand/company as mentioned in the schedule, however, in case it is not available in market alternate brand shall be got approved from TRAI, New Delhi TRAI decision in this regard shall be final and bounding.

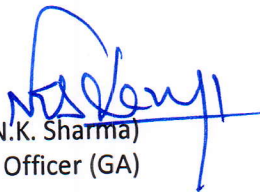


12. Validity of offer

The tenderer will be required to keep the offer open for a period of 90 (Ninety) days from the last date of submission of tender.

13. Arbitration

In the event to any dispute arising between TRAI and the firm in any matter or arising directly or indirectly, the matter shall be referred to the Secretary, TRAI who may himself act as sole arbitrator or may nominate an officer of TRAI as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for the appointment of such officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The parties expressly agree that the arbitration proceedings shall be held at New Delhi. The language of arbitration shall be in English only.



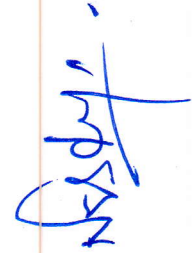
(N.K. Sharma)

Sr. Research Officer (GA)

SCHEDULE OF RATES

| Sl. No. | Name of the items | Size/quantity/ specification | Approximate quantity Annually | MRP of the item as on date of opening of tender | %age of discount offered by firm on MRP/Printed (This will be valid for entire period of the tender/ contract rate | Rate after discount | Amount (dxG) |
|---------|--|---------------------------------|-------------------------------------|---|---|---------------------|-----------------|
| A | B | C | D | E | F | G | H |
| 1. | Tea Bags- Taj Mahal | 100 bags pkt. | 1700 pkt | | | | |
| 2. | Tea Bags Twinings- Lemon Flavoured Tea | Per Pkt. (25x2g=50g) | 90 pkt. | | | | |
| 3. | Tea Bags Twinings- Green Tea (plain) | Per Pkt. (25x2g=50g) | 400 pkt. | | | | |
| 4. | Bur Coffee | pouch @ 1Rs | 960 pouch | | | | |
| 5. | Nescafe classic Coffee | 50 gms. Pkt. | 370 pkt | | | | |
| 6. | DCM Shriram Sugar Cubes Double refined | 500 gms. pack | 600 pkt | | | | |
| 7. | Nestle Everyday Milk Powder | Per Pkt. (400 gms.) | 630 Pkt. | | | | |
| 8. | Soft drinks (Coca cola/pepsi) | 500 ml bottle | 350 bottle | | | | |
| 9. | Britannia – Good Day Butter /Cashew Biscuit | 75 gms. Pkt. | 650 pkt. | | | | |
| 10. | Britannia – Good Day Cashew Biscuit | 58 gms. Pkt. | | | | | |

| | | | | | | |
|-----|---|---------------------|--|--|--|--|
| 11. | Britannia – Nutri-choice Digestive Biscuit (High fiber) | 100 gms. Pkt. | 1100 pkt. | | | |
| 12. | Britannia – Bon-Bon Biscuit | 120 gms. Pkt. | 400 pkt. | | | |
| 13. | Britannia – Time Pass Biscuit | Per Pkt. (40 gms.) | 60 pkt. | | | |
| 14. | Haldiram's Roasted & Salted Peanuts | Per Pkt. (200 gms.) | 250 pkt. | | | |
| 15. | Haldiram's Roasted & Salted Gram (Chana cracker) | Per Pkt. (200 gms.) | 250 pkt. | | | |
| 16. | Bislary Mineral water bottle | 500 ml bottle | 350 box (containing 10 bottle in each) | | | |
| 17. | Britannia – Cream biscuit | 84 gm. Pkt | 400 pkt. | | | |
| 18. | Britannia – Nice Time biscuit | 73 gm. Pkt | 200 pkt. | | | |
| 19. | Britannia – Taste Jim jam biscuit | 100 gm. Pkt | 400 pkt. | | | |
| 20. | Britannia – Marie gold biscuit | 85gm. Pkt. | 270 pkt | | | |
| 21. | Britannia – Fifty-fifty biscuit (sweet n salty) | 100 gm. Pkt. | 600 pkt. | | | |
| | | | Total | | | |



Note:- (i) L-1 will be decided on the basis of on overall cost.

*(ii) Quantity taken in the schedule is tentative and may vary as per actual requirement.

SIGNATURE OF THE TENDERER
With firm/ company seal

Name of Signatory _____
Firm Name _____
Address _____
Email Address _____
Phone (Landline) _____
Mobile _____
E-Mail Address _____

