



गढ़वाल मण्डल विकास निगम लि०  
(उत्तराखण्ड सरकार का उपक्रम)  
पंजीकृत कार्यालय-74/1 राजपुर रोड़, देहरादून।  
उत्तराखण्ड। पिन कोड-248001  
CIN U31101UR1976SGC 004259

E-Mail: gmvn@sancharnet.in, gmvn@gmvnl.in  
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Ref.-GMVN/Tender/Mineral Water/2018-19

Dehradun: Dated 1<sup>st</sup> June, 2018

**Subject: Invitation for submission of bids through e-procurement portal for supply of Mineral Water following Uttarakhand Procurement Rules, 2017.**

**Tender Schedule**

<b>Tender Reference:</b>	Ref.-GMVN/Tender/Mineral Water/2018-19
<b>Date of downloading tender document</b>	From 11:00 AM on 02.06.2018
<b>Pre-bid meeting</b>	at 2:30 PM on 07.06.2018
<b>Last date for seeking clarification, if any</b>	Upto 2:00 PM on 08.06.2018
<b>Last date and time for uploading of quotation in e-Procurement platform</b>	Upto 11:00 AM on 18.06.2018
<b>Time and date of opening of Technical Bids</b>	at 11:30 AM on 18.06.2018
<b>Time and date of opening of Financial Bids</b>	To be intimated later
<b>Place of Opening of quotations and Address for communication</b>	Conference Hall of GMVN at the registered office

**I. Instruction to Bidder (ITB)**

1. Garhwal Mandal Vikas Nigam Limited (GMVN) invites bids through e-procurement portal for supply of Mineral Water for one year as per details given in this tender following Uttarakhand Procurement Rules, 2017.
2. Technical Specifications and supply details are given in **Schedule of Requirement** before beginning of Annexure Section in this bid document.
3. Selection Criteria:  
A) Eligibility Criteria:

- i) Should be a legal entity as per Indian Law.
- ii) Should have been in existence for minimum three years as on the last date for bid submission.
- iii) Should have filed the IT returns for the Financial Years 2014-15, 2015-16 & 2016-17
- iv) Should have registered with commercial tax authorities.
- v) A Power of Attorney for signing of bid needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 8.
- vi) Affidavit as per format provided in Annexure – 10.
- vii) The manufacturer bidder should not have been black listed as on the last date of bid submission by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration.
- viii) The manufacturing plant should be BIS approved for the packaging of Natural Mineral Water in PET bottles conforming to IS-13428:2005.
- ix) The manufacturing plant should have also have appropriate FSSAI License / permissions.
- x) The manufacturing plant should have ISO 22000 FSMS certificate from URS (for product quality meeting international standards)
- xi) The manufacturing plant should have fully automatic high speed machines.
- xii) The manufacturing plant should have In-house testing facility to ensure Physical, Chemical and Biological parameters on frequency of hourly, 2 hourly and 4 hourly testing of finished goods.

**B) Post Qualification Criteria:**

- i) Should have executed successfully contract /s in any one year during financial years 2014-15, 2015-16 and 2016-17 worth not less than Rs. 54 lakhs for the tendered item.
  - ii) Should have achieved an Average annual turnover during the financial years 2014-15, 2015-16 and 2016-17 of value not less than Rs. 1 crore.
4. The bidders should submit along with the bid relevant documents to establish their eligibility and also for meeting post-qualification criteria.
5. Cost of BID document & Processing Fee:  
The BID document can be downloaded from [www.uktenders.gov.in](http://www.uktenders.gov.in); [www.gmvnl.in](http://www.gmvnl.in) and [uttarakhandtourism.gov.in](http://uttarakhandtourism.gov.in) free of cost.
6. Bid Preparation Cost:  
The Bidder shall be responsible for all the costs associated with the preparation of its bid and its participation in the bidding process. GMVN will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
7. Clarifications:  
Bidders requiring any clarification on the tender document may upload the queries on website: [www.uktenders.gov.in](http://www.uktenders.gov.in) or through e-mail to Managing Director, GMVN at [mdgmvnl@gmail.com](mailto:mdgmvnl@gmail.com) with CC. to [procurement.utdb@gmail.com](mailto:procurement.utdb@gmail.com) or over mobile Procurement Specialist, UTDB (779 555 3455) prior to the pre-bid meeting.

8. Amendment of Bid Document:
- a) At any time prior to the Bid Due Date, GMVN may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document through Addendum / Corrigendum which will be posted on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.
  - b) In order to afford Bidders reasonable time in which to take an Addendum into account, or for any other reason, GMVN may, at its own discretion, extend the Bid Due Date.
9. Bid Security:
- a) **Bid Security** for an amount of **Rs. 1,08,000 (one lakh eight thousand)** in the form of either a Bank draft or a Banker's cheque issued by a Scheduled Bank in India in favour of "The MD, Garhwal Mandal Vikas Nigam Limited" and having a validity period of at least 60 days from the last date for bid submission and may be extended as may be mutually agreed between GMVN and the Bidder from time to time. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
  - b) The Bid Security shall be returned to unsuccessful Bidders within a period of thirty (30) days from the date of announcement of the Successful Bidder.
  - c) The Successful Bidder's Bid Security will be returned, without any interest, upon the signing of the Contract and furnishing the Performance Security in the form given in Annexure - 4.
  - d) The Bid Security shall be forfeited in the following cases:
    - i) If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and
    - ii) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by GMVN.
10. Validity of Bid:
- a) The Bid shall be valid for not less than 90 (Ninety) days from the last date for bid submission (but excluding the day of bid submission). Bids of lesser validity shall be summarily rejected as non-responsive.
  - b) Prior to expiry of the original Bid Validity Period, GMVN may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. The bid of any bidder refusing to extend the Bid Security shall be returned and shall not be included in the further bid process. A Bidder agreeing to the request of extending the Bid Security will not be allowed to modify its Bid, but would be required to extend the validity of its Bid Security for the period of extension.
11. Pre-Bid Meeting:
- To clarify and discuss issues with respect to the work and the Bid Document a Pre-Bid meeting will be held as indicated in the Tender Schedule given on Page no. 1 of this document. Attendance of the Bidders at the Pre-Bid meeting is not mandatory.
12. Bidders may note that GMVN will not entertain any deviations to the BID Document at the time of submission of the Bid or thereafter. The Bid to be

submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the BID Document with all its contents including the Contract. Any conditional Bid shall be regarded as non-responsive and shall be rejected.

13. No interpretation, revision, or other communication from GMVN regarding this solicitation is valid unless posted on website: [www.uktenders.gov.in](http://www.uktenders.gov.in).

14. Format and Submission of Bid:

- i) Bidders would provide all the information as per this BID Document and in the specified formats. GMVN reserves the right to reject any Bid that is not in the specified formats.
- ii) The Bid should be submitted in two envelopes as provided in the e-portal – Technical and Financial bids.
- iii) Technical bid envelope should include all required documents except Financial Bid (Annexure -6)
- iv) Financial bid envelope:

As per format set out in Annexure - 6.

v) The Bidder shall prepare and submit online through website: [www.uktenders.gov.in](http://www.uktenders.gov.in) scanned copies of original documents comprising the Bid as described above.

vi) Bids should be submitted / uploaded on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only. **Submission of Bids through any other mode is not acceptable and shall not be considered.**

vii) GMVN, at its sole discretion, may extend the last date for bid submission bid submission by issuing an Addendum only on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in).

viii) Late Bids:

It may be noted that the e-portal will not accept any Bid after the specified due time as per its server clock.

ix) The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the bidding documents or submission of a quotation not substantially responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of its quotation.

x) **The (a) Bid Security, (b) Original Power of Attorney (as per format), and (c) Original Affidavit** (as per format) testifying the correctness of information/documents furnished in the bid shall be submitted / delivered, addressed to Managing Director, Garhwal Mandal Vikas Nigam Limited (GMVN), 74/1 Rajpur Road, Dehradun, **before bid opening**. The Bid inviting authority shall not be held liable for any delays in the receipt of these documents. **No other original document need to be submitted.**

xi) If the office happens to be closed on the last date for submission of the quotations as specified, the original documents referred above can be submitted on the next working day before the bid opening.

15. Modification and Withdrawal of Bids:

a) The Bidder may modify or withdraw its Bid on e-portal before the Bid Due

Date and time. However, no Bid can be modified or withdrawn thereafter.

- b) Withdrawal of a Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period would result in forfeiture of the Bid Security.

16. GMVN reserves the right to reject any Bid which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by GMVN in respect of such Bids.

17. Conditional Bid shall not be considered. Any bid found to contain conditions attached, shall be rejected.

18. Bid Opening:

- a) Bidders' representatives who choose to be present may attend the bid opening.
- b) If the office happens to be closed on the date of receipt of the quotations as specified, the quotations will be opened on the next working day at the same time and venue.

19. Confidentiality :

Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person not officially concerned with the process. GMVN will treat all information submitted as part of Bid in confidence and will ensure that all who have access to such material treat it in confidence. GMVN will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

20. Clarifications :

To assist in the process of evaluation of Bids, GMVN may, at its sole discretion, ask any Bidder for clarification including additional information and documents. However, no change in the substance of the Bid would be permitted by way of such clarifications. The request for clarification and the response shall be in writing or e-mail or by facsimile.

21. Bid Evaluation:

- a) To assist in the examination, evaluation, and comparison of Bids, GMVN may utilise the services of consultant/s or advisor/s.
- b) Evaluation of bids will be done in two stages – first of Technical Bid, if found responsive, followed by Financial Bid.
- c) The lowest evaluated responsive bid for total value considering indicative monthly requirement shall be declared as the successful bid.
- d) In case more than one bidder has quoted same price, the bidder having higher / highest average financial turnover will be declared as successful bidder.

22. GMVN's Right to Accept or Reject Bid:

- a) GMVN reserves the right to accept or reject any or all of the Bids without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to Award of Contract, without liability or any obligation for such acceptance, rejection or annulment.

- b) GMVN reserves the right to reject any Bid including that of the Preferred bidder if:
  - i) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any bidder is established, the bidder may be blacklisted and /or appropriate legal proceedings may be initiated against such bidder as per the prevailing laws, OR
  - ii) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bid.
- c) If such disqualification/ rejection occur after the Financial Bids have been opened and the highest ranked Bidder gets disqualified / rejected, then GMVN reserves the right to:
  - i) either invite the next highest ranked Bidder to match the Financial Bid submitted by the highest ranked Bidder; OR
  - ii) take any such measure as may be deemed fit in the sole discretion of GMVN, including annulment of the bidding process.

23. Notifications:

- a) Upon acceptance of the Financial Bid of the Preferred Bidder with or without negotiations, GMVN shall declare the lowest bidder as Successful Bidder.
- b) GMVN will notify the Successful Bidder by facsimile or e-mail and by a letter (Speed Post / Registered Post) that it's Bid has been accepted.
- c) The Notification of Award will constitute the formation of the Contract.

24. Acknowledgement of Notification of Award (NOA):

Within one (1) week from the date of issue of the NOA, the Successful Bidder shall acknowledge the receipt of NOA.

25. Execution of Contract:

- a) The Successful Bidder shall execute the Contract within two (2) weeks of the issue of LOA or such time as indicated by GMVN.
- b) GMVN will promptly notify other Bidders that their Bids have been unsuccessful and their Bid Security will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Bidder.

26. Performance Security:

- a) Before signing of the Contract, the Successful Bidder shall furnish Performance Security for a sum equivalent to 10% of contract value (including GST) by way of an irrevocable Bank Guarantee (Annexure 4) issued by a scheduled bank located in India in favour of GMVN with validity for 60 (sixty) days beyond the performance of the Contract:
- b) The Performance guarantee shall be forfeited and en-cashed in the following cases:
  - i) If the Successful Bidder withdraws midway during the work completion.
  - ii) Any other act or acts of the successful bidder which renders the work un-operational and GMVN establishes sufficient reasons to forfeit the performance guarantee.
- c) Failure of the successful bidder to furnish the Performance Security shall constitute sufficient grounds for the annulment of the award in which event the

GMVN may make the award to the next lowest evaluated bidder or call for new bids.

## **CONDITIONS OF CONTRACT**

### **1. Definitions**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the GMVN and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
  - (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the GMVN under the Contract;
  - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- 1.2 The Supplier shall permit GMVN to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by independent auditors appointed by GMVN, if so decided.

### **2. Indemnity**

The Supplier shall indemnify GMVN against all third-party claims arising out of this Contract including any legal and financial issues.

### **3. Payment**

- 3.1 The method and conditions of payment to be made to the Supplier (in Indian Rupees) under this Contract shall be 100% after inspection and acceptance of Goods.
- 3.2 The Supplier's request(s) for payment shall be made to the GMVN in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract.
- 3.3 Payments shall be made promptly by the GMVN but in no case later than sixty (60) days after submission by the Supplier the invoice and acceptance by authorized authority.

### **4. Prices**

- 4.1 Prices shall not vary from the prices quoted by the Supplier in its bid during the period of the Contract.
- 4.2 Suppliers shall be entirely liable to pay and responsible for remittance with appropriate authorities all taxes, duties, license fees, permits, etc., incurred for and during the execution of this Contract.

### **5. Period of Contract & Delivery Schedule:**



For One year from signing of the Contract during which period Supply Orders will be issued from time to time as per requirement. And supply should be made from the date of Supply Order within 7 days.

**6. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**7. Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the GMVN's prior written consent.

**8. Liquidated Damages**

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the GMVN shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week for the goods to be delivered and installed up to a maximum deduction of 10% of the Performance Security amount. Once the maximum is reached, the GMVN may consider termination of the Contract.

**9. Termination for Default**

9.1 The GMVN may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the GMVN; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the GMVN has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

9.2 In the event the GMVN terminates the Contract in whole or in part, the GMVN may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the GMVN for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

**10. Force Majeure**

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**11. Settlement of Disputes**

11.1 The GMVN and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

11.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the GMVN or the Supplier may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration proceedings shall be conducted by a sole Arbitrator to be agreed

by both parties, failing which the Arbitrator shall be nominated by the President, Indian Council of Arbitration in accordance with Arbitration and Conciliation Act, 1996.

11.3 All disputes shall be subject to jurisdiction of courts in Dehradun.

### Schedule of Requirement

<b>Sl. No.</b>	<b><u>ITEM DESCRIPTION</u></b>	<b><u>TECHNICAL SPECIFICATIONS</u></b>
1	Packaged Natural Mineral Water	<ol style="list-style-type: none"><li>1. Conforming to Bureau of Indian Standards (BIS) - IS 13428.</li><li>2. The Design of the water bottles, Sticker, Caps, etc. are to be as per designs and material approved by GMVN.</li><li>3. Supply in PET bottles of 250 ml, 500 ml and 1 litre capacity.</li><li>4. All products including the pouch shall be branded in the name of GMVN.</li></ol>

**Required Quantity:**

The indicative quantity for the purpose of evaluation only is 250 ml (2,500 nos. per month), 500 ml (2,500 nos. per month) and 1 ltr. (10,000 nos. per month).

However, supply orders will be issued as per requirement.

**Delivery Schedule:**

Weekly / fortnightly (to be finalized following pre-bid meeting)

**Place of Delivery:**

Dehradun and at other places to be finalized following pre-bid meeting.

**Managing Director,  
Garhwal Mandal Vikas Nigam Limited**

### Fraud and Corrupt Practices

- 1) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, GMVN may reject an Application without being liable in any manner whatsoever to the Bidders if it determines that the Bidders has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
  
- 2) Without prejudice to the rights of GMVN, if an Bidders is found by GMVN to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidders shall not be eligible to participate in any tender or BID issued by GMVN or by any other agency of Government of Uttarakhand during a period of 2 (two) years from the date such Bidders are found by GMVN to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
  
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of GMVN who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMVN, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of GMVN in relation to any matter concerning the Work;
  
  - b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  
  - (c) **“Coercive practice”** means impairing or harming or threatening to impair

or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by GMVN with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**Format for Covering Letter cum Supply Undertaking \*\*\***

To

Managing Director  
Garhwal Mandal Vikas Nigam Limited,  
74/1 Rajpur Road.  
Dehradun – 248 001

Dear Sir,

**Ref.: Invitation for submission of bids through e-procurement portal for supply of Mineral Water for GMVN**

1. We have read and understood the Bid Document in respect of the supply of Goods against tender no.....dated..... We hereby submit our Bid for the same.
2. We have uploaded Technical and Financial bids appropriately on the e-procurement portal: [www.uktenders.gov.in](http://www.uktenders.gov.in)
3. We confirm that our Bid is valid for a period of 90 (Ninety) days from ..... (last date for bid submission).
4. We hereby agree and undertake as under:  
Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Contract, a draft of which also forms a part of the BID Document provided to us.

Dated this .....Day of ....., 2018.

Name of the Bidder

.....  
Signature of the Authorised Person

Note:

\*\*\* *On the Letterhead of the Bidder.*

**Format for Anti-Collusion Certificate**

**Anti-Collusion Certificate**

1. We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
  
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this .....Day of ....., 2018

Name of the Bidder

.....

Signature of the Authorised Person

**(Proforma of Performance Bank Guarantee)**

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

**In favour of**

Garhwal Mandal Vikas Nigam Limited, 74/1 Rajpur Road, Dehradun-248001 hereinafter referred to as "GMVN", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

By the Contract entered into between GMVN and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 2013 / registered under....., having its registered office/ permanent address at \_\_\_\_\_ ("the Supplier"), has been granted the Supplier for **supply of Mineral Water for GMVN** for a period of one year (hereinafter referred to as "the work").

A. In terms of the Contract, the Supplier is required to furnish to GMVN, an unconditional and irrevocable bank guarantee for an amount of Rs.....as security for due and punctual performance/discharge of its obligations under the Contract, relating to Work by the Supplier.

B. At the request of the Supplier, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Supplier of its obligations relating to the work.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called "the Supplier") of all its obligations relating to the Work and in connection with achieving the work objectives by the Supplier in accordance with the Contract.

2. The Guarantor shall, without demur, pay to GMVN sums not exceeding in aggregate Rs. .... within seven (7) calendar days of receipt of a written demand thereof from GMVN stating that the Supplier has failed to meet its obligations under the Contract. The Guarantor shall not go into the veracity of any breach or failure on the part of the Supplier or validity of demand so made by GMVN and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Supplier or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.



In order to give effect to this Guarantee, GMVN shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by the extension of time for performance granted to the Supplier or postponement/non exercise/delayed exercise of any of its rights by GMVN or any indulgence shown by GMVN to the Supplier and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by GMVN or any indulgence shown by GMVN, provided nothing contained wherein shall enlarge the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ unless discharged/ released earlier by GMVN in accordance with the provisions of the Contract. The Guarantor's liability in aggregate be limited to a sum of Rs. ....

3. This Guarantee shall not be affected by any change in the constitution or winding up of the Supplier/the Guarantor or any absorption, merger or amalgamation of the Supplier/the Guarantor with any other Person. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by

\_\_\_\_\_ Bank

by the hand of Shri \_\_\_\_\_

its \_\_\_\_\_ and authorised official.

**Format for Technical Bid**

*(To be provided on the Letterhead of the Bidder and to be signed by the Bidder)*

**A. Past Experience of the bidder**

Sl. No.	Name of the Purchaser	Contract no. and date	Contract value	Completion date	
				As per Contract	Actual
1					
2					
3					

The bidder may submit more details / information to substantiate its claim for past experience.

.....

Name of the Bidder

.....

Signature of the Authorised Person

## Format for Financial Bid \*\*\*

Date :

To

Managing Director  
Garhwal Mandal Vikas Nigam Limited,  
74/1 Rajpur Road,  
**Dehradun – 248 001**

Madam / Sir,

**Ref.: Financial bid for supply of Mineral Water for GMVN**

1. We are pleased to submit our Financial Bid for above tendered item.
2. We have reviewed all the terms and conditions of the Bid Document and will undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the BID Document.
3. The quotes are:

Sl. No.	Item Description	Quantity	Rs. per piece including GST & transportation cost (delivery)	Total value
	Mineral Water			
1	250 ml	2,500 nos. per month		
2	500 ml	2,500 nos. per month		
3	1 ltr.	10,000 nos. per month		
<b>Total</b>				

**(Above indicated quantity is for the purpose of evaluation only. However, supply orders will be issued as per requirement.)**

**{ Note:**

- 1: In case of discrepancy / mismatch between figures and words, lower of the two shall be considered for evaluation; and, for successful bidder, for Award of Contract.
- 2: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A quotation submitted with an adjustable price will be treated as non-responsive and rejected.
3. The Purchaser reserves the right to issue supply order for any quantity during the period of Contract as per requirement.}

.....

Name of the Bidder

.....

Signature of the Authorised Person

*\*\*\* On the Letterhead of the Bidder and to be signed by the bidder.*

**Format for Financial Capability**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Turnover in Rs. (lakhs)</b>
	2014-15	
	2015-16	
	2016-17	

**Note:**

The Bidder should provide the Financial Capability based on its own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

**Power of Attorney for signing of Application**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid **for supply of Mineral Water for GMVN**; Work proposed by Garhwal Mandal Vikas Nigam Limited, (the "GMVN") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to GMVN, representing us in all matters before GMVN, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with GMVN in all matters in connection with or relating to or arising out of our bid for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract with GMVN.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2.....

For .....  
(Signature, name, designation and address)

(Notarised)  
(Name, Title and Address of the Attorney)  
Accepted  
.....  
(Signature)

Witnesses:

- 1. ....
- 2. ....

**Notes:**

- 1. The mode of execution of the Power of Attorney should be in accordance**

with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 201... between.....  
(Name of GMVN) (Hereinafter called "the GMVN") of the one part and..... (Name of  
Supplier) of ..... (Hereinafter called "the Supplier") of the other part:

**WHEREAS** the GMVN is desirous that certain Goods and ancillary services viz.,  
..... (Brief Description of Goods and Services) and has accepted a quotation  
by the Supplier for the supply of those goods and services in the sum of .....  
(Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Quotation Form and the Price Schedule uploaded by the Bidder;
  - (b) Item Description and Technical Specifications;
  - (c) the Fraud & Corrupt practices;
  - (d) the Covering letter cum Supply undertaking;
  - (e) the Anti-Collusion Certificate;
  - (f) the Bank Guarantee as Performance Security;
  - (g) the Affidavit;
  - (h) Conditions of Contract; and
  - (i) the GMVN's Notification of Award.
3. In consideration of the payments to be made by the GMVN to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the GMVN to provide the goods and



services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- The GMVN hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied /provided by the Supplier are as under:

<b>Sl. No.</b>	<b>Brief description of goods</b>	<b>Unit Rate Rs. including Transportation</b>	<b>GST</b>	<b>Total rate per piece</b>
1	Mineral Water 250 ml			
2	Mineral Water 500 ml			
3	Mineral Water 1 ltr.			

**DELIVERY SCHEDULE:**

From the date of Supply Order within 7 days.

**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.

Signed, Sealed and Delivered by the

said ..... (For the GMVN)

in the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....

On not less than Rs. 100/- Stamp paper)

**AFFIDAVIT**

I / We, ..... who is / are Authorised to sign and submit the bid against your IFB [ title and reference number of the Invitation for Bids ] do hereby undertake as follows:

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
  - ii. any of our personnel, representatives, sub-consultants, sub-Suppliers, service providers, Suppliers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
  - iii. indemnify and compensate the GMVN from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
  - iv. our firm / company, M/s. .... and our Principal M/s. .... are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.
2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the GMVN including rejection of our bid, annulment of contract and blacklisting.

Authorized signatory for the bidder  
 Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Date: \_\_\_\_\_

(Notarised)  
 (Name, Title and Address of the Attorney)

Accepted  
 .....  
 (Signature)

Witnesses:  
 1. ....  
 2. ....

Duly Authorised to sign this Authorization on behalf of: *[insert complete name of Bidder]*

## List of attachments with the bid

S. No	Description
1	Fraud & Corrupt practices - Annexure 1
2	Format for covering letter cum Supply undertaking - Annexure 2
3	Format for Anti-Collusion Certificate - Annexure 3
4	Proforma for Performance Bank Guarantee - Annexure 4
5	Format for Technical Bid – Annexure 5
6	Format for Financial Bid – Annexure 6
7	Format for Financial Capability -Annexure 7
8	Power of Attorney for Signing of Application - Annexure 8
9	Contract Form - Annexure 9
10	Affidavit - Annexure 10
11	Other documents <b>(as preferred and uploaded by the bidder)</b> : i) ii) iii)
12	List of attachments with the bid - Annexure 11