

No. N-11019/1/2020-Governance

Government of India

Ministry of Panchayati Raj

11th Floor, Jeevan Prakash Building,  
25, K. G. Marg, New Delhi-110001

Dated: 13<sup>th</sup> February, 2020

### E-TENDER NOTICE/ENQUIRY

**Subject: e-Tender Invitation of bids from the reputed companies for manufacturing/supply of Plaques / Citations to the Ministry of Panchayati Raj, Govt. of India, New Delhi for Panchayat Awards 2020.**

e-Tender Bid/quotation are invited in two bid system (Technical Bid and Financial Bid) from reputed companies having a least 3 years' experience in the field of manufacturing/supplying of Plaques/Citations.

2. The requirement of Plaques/Citation will be 320 (approx.). The actual requirement of Plaques/Citation may vary as it will be as per the actual number of awardees which will be decided in due course. The Plaques/Citations should be on a golden thick paper with dark brown wooden base with Laser Printing (Wooden base 15.5" x 12", Golden Sheet 14" x 10") as per sample provided by the Ministry. Each Plaque/Citation is to be supplied in a separate box. The sample is available with this Ministry (Awards Division), 11<sup>th</sup> Floor, Jeevan Prakash Building, 25, Kasturba Gandhi Marg, New Delhi-110001 (Tel: 011-23753813) and the same may be inspected from 19<sup>th</sup> to 20<sup>th</sup> February, 2020 between 3.00 P.M to 5.00 P.M.

3. The online Technical and Financial Bids must be submitted in the prescribed Proforma-I & Proforma-II enclosed with tender document along with relevant documents. **No physical tenders are acceptable.**

4. The Financial Bids of only those parties shall be opened whose Technical Bids are found to be eligible. The Financial bids of disqualified bidders shall not be opened.



5. Interested parties can send their online quotations through e-procurement portal i.e. ([e-procure.gov.in](http://e-procure.gov.in)) with complete details. The detailed information/terms and conditions and schedule of goods required can either be downloaded from the website of this Ministry i.e. [www.panchayat.gov.in](http://www.panchayat.gov.in) or e-procurement portal.

6. The schedule of receipt and opening of the bids is as under: -

- 6.1 Last date and time for uploading of tender document: 3<sup>rd</sup> March, 2020 upto 03:00 PM on e-procure site
- 6.2 Date, time and venue for opening of bids : 4<sup>th</sup> March, 2020 at 03:30 PM
- 6.3 Bid Security (EMD) Refundable : Rs. 6,400/-
- 6.4 Estimated value of the Contract : Rs. 3,20,000/-
- 6.5 Tender shall remain valid for 75 days beyond the tender opening date.

7. The Tender Opening Committee will open bids at 03:30 PM on 4<sup>th</sup> March, 2020 in Ministry of Panchayati Raj (Awards Division ), 11<sup>th</sup> Floor, Jeevan Prakash Building, 25, Kasturba Gandhi Marg, New Delhi-110001 in the presence of participating bidders, who may like to be present in person along with the requisite EMD or through their duly authorized representative. The representative of only those found successful at the technical bid stage would be allowed to be present at the time of opening of financial bid.

8. This has the concurrence of IFD vide their Dy.No.116/IFD/MoPR/2019-20 dated 05-02-2020.

Yours faithfully,



(Puneet Sharma)

Under Secretary to the Government of India

पुनीत शर्मा Tel: 011-23753813  
अवर सचिव/Under Secretary  
पंचायती राज मंत्रालय/M/o Panchayati Raj  
भारत सरकार/Govt. of India  
नई दिल्ली/New Delhi-110001

Copy to: -

Scientific Officer, NIC, MoPR with request for immediate uploading on the Central Public Procurement (CPP) Portal and Ministry of Panchayati Raj website.

## ELIGIBILITY CRITERIA AND TERMS AND CONDITIONS

1. The Ministry will not be responsible for any error committed by the agency on the Plaque/Citation. No extra cost will be paid for correction of the same.
2. The permission for using the National Emblem on the Plaque/Citation/Trophy should be sought by the agency from the Ministry.
3. The firm must have annual turnover of Rs. 5 lakh during last three financial years i.e. 2016-17, 2017-18 and 2018-19; balance sheet/profit & loss account along with income tax returns for the relevant years must be attached.
4. An earnest money amounting to Rs. 6,400 (Rupees six thousand four hundred only) in the form of Demand Draft/ Pay Order drawn in favour of Drawing and Disbursing Officer, Ministry of Panchayati Raj, payable at New Delhi must be deposited as earnest money physically and scanned copy of the draft may be uploaded along with the technical bid failing which quotation will not be considered. The Earnest Money Deposit (EMD) should remain valid for a period of 45 days beyond the final bid validity period. The earnest money will be returned in respect of unsuccessful bidder after finalization of contract. No interest will be paid on this earnest money.
5. The firms which are exempted from submission of EMD viz. Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department, should submit self-attested copies of relevant orders/ documents/ certificates regarding such exemption along with the bid. MSE firms need to submit the documents in original for verification to the Tender Bid Opening Committee.
6. **Performance Security:** The successful bidder shall deposit, Performance Security of an amount equal to 10% of the value of the contract as specified in the bid document, in the form of Fixed Deposit Receipt (FDR) only from a Scheduled Commercial Bank in an acceptable form within seven working days of awarding of the contract. No interest will be payable on the performance security. The Bid Security deposit shall liable to be forfeited by




the purchaser if Performance Security shall not be deposited within 7 working days of awarding the contract.

7. **Validity period of Performance Security:** Performance Security should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the Contractor including warranty obligation. The amount of Rupees six thousand four hundred already deposited as EMD along with the tender will not be adjusted against the security deposit. Bid Security will be refunded to the successful bidder on receipt of Performance Security.
8. **Forfeit of Performance Security:** If the successful bidder (s) fails to furnish the Performance Security within 7 days of the acceptance of his/her/their bid, the bid security deposit shall liable to be forfeited by the Ministry. Performance Security money of the Contractor will be forfeited if found violating any of the terms and conditions of the contract or the Contractor's service is not found satisfactory.
9. The firm must submit all the details asked in **Proforma-I** and **Proforma- II** along with supporting documents.
10. The firm must enclose copy of cancelled cheque of their bank account.
11. The firm should have valid Goods and Services Tax Identification Number (GSTIN).
12. Documentary evidence about legal entity of the bidder and the authorized person who would interact with Ministry of Panchayati Raj should be produced.
13. The firm should be in position to supply these items mentioned in the schedule of goods at short notice as well as on holidays and Sundays also, as and when required.
14. The owner/ firm would be available on his/her/their own direct telephone (office as well as residence) and also on mobile phone so as to enable this Ministry to contact in emergency cases.
15. The supplier will be responsible for delivery of the goods in good condition at the decided place.



16. In case a supplier is not able to supply the goods, for which supply order has been placed or have been requisitioned on urgent basis on telephone without formal supply orders, within the stipulated period of time, the supply order shall be cancelled and the Performance Security shall be forfeited immediately.
17. Rates should compulsory be quoted both in figures and words. In case of any discrepancy between rate mentioned in the figures and words, the later shall prevail.
18. The rates should be inclusive of GST, if any.
19. Tenderers may quote their unconditional rates strictly in the enclosed **Proforma- II**.
20. Delivery of the Plaques / Citations to the venue or place informed by the Ministry will be ensured by the agency for which no extra cost will be paid within Delhi. If the required item is supplied outside Delhi by the agency, freight charges as paid will be reimbursed.
21. **Award of Contract:** The Ministry/purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.  
  
Subject to above, the contract will be awarded to the lowest evaluated responsive tenderer as decided by the Ministry/purchaser.
22. Any attempt of negotiation, directly or indirectly, on the part of the tenderer with authority to whom he has submitted his tender or any endeavor to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of the particular tenders will make tender and tenderers liable to exclusion from consideration.
23. **Termination of Contract for Insolvency :** If the supplier becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the supplier, without compensation to the



supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

24. **Penalty:** In case the agency awarded the work fails to complete the work within the prescribed time schedule and to the satisfaction of Ministry of Panchayati Raj, it shall be liable to pay penalty equivalent to 5% of the cost. In addition, Ministry of Panchayati Raj may take appropriate action against such agency along with forfeiture of performance guarantee.
25. **Force Majeure:** Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restriction or instruction, natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of Force Majeure will immediately notify the other party of such an event and will also notify the unaffected party of cessation of disability resulting from such Force Majeure act.
26. **Resolution of Disputes:** In the case dispute arising between the Ministry and the Agency, which has not been settled amicably, such dispute shall be referred to the Sole Arbitrator of the nominee of the Ministry and not employee of this Ministry and the award made in pursuance thereof shall be binding on both the parties. The party agrees and undertakes that it shall not challenge the award made in pursuance of the aforesaid arbitration clause on the ground that arbitrator was the nominee of the Ministry as per clause of the contract. The arbitrators with the consent of parties may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment.
27. **Arbitration proceedings** will be held in India at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Ministry and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.



28. **Legal Jurisdiction:** All legal disputes between the parties shall be subject to the jurisdiction of the High Court situated in the Region, i.e. Delhi only.

29. **Sub- contracting** of the contract is not allowed in procurement of goods.

30. **General Instructions: -**

- i. While every effort has been made to provide comprehensive and accurate background information and requirements, the bidders must conduct their own assessment to meet the requirement of the Ministry, while submitting the bids. Submission of the bid shall be deemed to have been done after careful study and examination of the Request for Proposal (RFP) document with full understanding of its implications.
- ii. Each page of the documents/ Bid will be signed by the authorized signatory of the bidder before uploading.
- iii. All information submitted by the bidders may be treated as contractually binding on the bidders on successful award of the assignment by the Ministry on the basis of this RFP.
- iv. The Ministry reserves the right to modify/amend any of the stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.
- v. The Ministry may terminate the RFP process at any time and without assigning any reason. The Ministry makes no commitments, express or implied, that this process will result in a business transaction with any bidder.
- vi. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by the Ministry who may cancel this procurement at any stage without assigning any reason prior to a formal written agreement being executed by the Ministry.
- vii. This RFP supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications if any.
- viii. Bidder's participation in this process may result in the Ministry selecting the bidder to engage towards execution of the agreement.
- ix. The bidder should assign one officer as Single Point of Contact (SPOC).
- x. The bidder shall comply with the Code of Integrity as given at Annexure III.



- xi. If it is found that the bidder is not adhering to the terms and conditions of the e-auction and also indulging in any malpractices either himself/herself or through his agents, deputies or observer, such a bidder is liable to be blacklisted and appropriate action will be taken as deemed fit by the procurer.



(Puneet Sharma)

Under Secretary to the Government of India

Tel: 011-23753813

पुनीत शर्मा/PUNEET SHARMA  
अवर सचिव/Under Secretary  
पंचायती राज मंत्रालय/Min. Panchayati Raj  
भारत सरकार/Govt. of India  
नई दिल्ली/New Delhi-110001



## TECHNICAL BID FORMAT

**Name and address of the bidder:**

Note: All the following details shall relate to the Citation/Plaque for the items quoted for

S. No.	Contact Details of Bidder	
	<b>PART- A</b>	
1	Full Postal Address	
2	Full address of the premises	
3	Telephone Number	
4	Fax Number	
5	Email ID	
6	Mobile No.	
7	<b>Bank Account details</b>	
	Name of Bank	
	Address	
	IFSC Code	
	<b>PART- B</b>	
1	GSTIN	
2	PAN/TAN numbers with copies of registration certificate	
3	Details for Earnest Money Deposit for Rs. 6,400/-	
4	Similar job work undertaken in the past two years and proof thereof	



5	Sample design/drawing of plaque, citation and decorative box	
6	Annual Turnover of each financial year during the last 3 years	2016-17: 2017-18: 2018-19:
7	Attach copies of profit & loss account and balance sheets/ITR for the last three years)	2016-17: 2017-18: 2018-19:

#Self-attested copies of all the above mentioned documents have to be provided.

Signature and seal of the bidder



ANNEXURE- II

Proforma-II

**FINANCIAL BID**

<b>Description of item</b>	<b>Rate per Plaque/ Citation (inclusive of GST)</b>
The Plaques/Citations should be on a golden thick paper with dark brown wooden base with Laser Printing (Wooden base 15.5" x 12", Golden Sheet 14" x 10") as per sample provided by the Ministry.	

Signature and seal of the bidder

\*\*\*\*\*



Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;



(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

XXXXXX

