



Ministry of External Affairs
(Establishment Division)
23-D, Jawaharlal Nehru Bhawan
Janpath, New Delhi-110011

No. Q/OS/8861/01/2017

Dated: August 07, 2017

TENDER NOTICE

Ministry of External Affairs invites bids under two bid systems (Technical Bid and Financial Bid) from reputed manufactures/suppliers for award of Annual Rate Contract (ARC) for supply of Rubber stamps, Round rubber stamps, Brass seals, Sealing pliers and other stamps. The firms may submit their technical & financial bids in the Performa given in Annexure-I & Annexure-II respectively of the Tender Document.

2. The list of items specification, as well as general terms and conditions of the tender can be obtained from Sh. Vipin Tomar, Administrative Officer (OS), Room no. 4019, 4th floor, Jawaharlal Nehru Bhawan, Janpath, New Delhi between 1430 hours to 1630 hours in working days or can be accessed on this Ministry's website www.mea.gov.in and CPP Portal (<https://eprocure.gov.in/epublish/app>).

3. Interested parties may send their quotations in sealed envelopes, complete in all respect, super-scribed "*Quotations for Annual Rate Contract for Supply of Rubber Stamps*" addressed to Administrative Officer (OS), Room no. 4019, A-wing, 4th floor, Jawaharlal Nehru Bhawan, Janpath, New Delhi, which should reach on or before 11:00 AM on 28th August, 2017 along with EMD of Rs. 5000/- (refundable) in the form of Account Payee Demand Draft from any commercial bank drawn in favour of the "Pay and Accounts Officer, Ministry of External Affairs, New Delhi". Technical bids will be opened on the same day at 11:30 AM in Room no. 4019, 4th Floor, Jawaharlal Nehru Bhawan, Janpath, New Delhi in the presence of tenderers who may like to be present.

4. Bidders are advised to go through the tender document carefully and understand various provisions contained therein along with their implications.

5. For any clarification regarding any terms and conditions of the tender, bidders may contact the undersigned.

Sd/-
(Vipin Tomar)
Administrative Officer (OS)
Ministry of External Affairs,
Room no. 4019, 4th floor, Jawaharlal Nehru Bhawan
Janpath, New Delhi-110011,
Tel. no. 011-49015110, Email: aostationary@mea.gov.in

Terms & Conditions

1. The scope of this tender document is to invite offers from suppliers for supply of rubber stamps, round rubber stamps, brass seals and sealing pliers for an Annual Rate Contract valid for a period of 12 months with the Ministry of External Affairs. The tenderer must be **Delhi** based only. Tenders from firms located outside Delhi will not be considered.
2. The articles/items should be of standard quality.
3. The rates should be inclusive of delivery charges to the Ministry of External Affairs, Room no. 4010, A Wing, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi.
4. The rates should be quoted accordingly to the specifications of rubber stamps, seals etc. given in Annexure-II. The rates of any tax, if chargeable, shall be mentioned clearly.
5. One representative of the firm will have to visit the department twice a week i.e. on Monday and Thursday to inquire about the demand and to make delivery in Room No. 4019, A-wing, 4th Floor, Jawaharlal Nehru Bhawan, New Delhi.
6. The firm will have to supply the rubber stamps, round rubber stamps and other stamps within four days and brass seals, sealing pliers within seven days from the date of receipt of the order orally or in writing. However, sometimes the same may be asked to supply at a short notice.
7. **SUBMISSION OF BIDS:** The bidders are required to submit technical bid enclosing therewith photocopies of following documents (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily rejected and will not be considered any further :-
 - (a) Registration Certificate as per existing norms (indicating the legal status – company/ partnership firm/ proprietorship concern, etc.)
 - (b) Copy of CST/VAT/TIN Registration Certificates.
 - (c) Copy of PAN Card.
 - (d) Proof of experience in the field in attending to such work in Govt Departments/office, PSU/Private Sector or in any office.
 - (e) A self-certificate to the effect that the tenderer has not been blacklisted in the past or its contracts have not been terminated or banned on account of poor performance.
 - (f) Annual turnover of at least Rs. 2 lakh (Rupees Two lakh) during last three financial years.
8. The Technical bid and the Financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed “QUOTATIONS FOR ANNUAL RATE CONTRACT FOR SUPPLY OF RUBBER STAMPS” along with all required documents as mentioned in para 7 above & Earnest Money Deposit (EMD)/Bid Security, addressed to “The Administrative Officer(OS), Room No.4019, 4thFloor, Jawaharlal Nehru Bhawan, 23-D, Janpath, Ministry of External Affairs, New Delhi” latest by **1100 hrs on 28th August, 2017 and will be opened on the same day at 1130 hrs** in Room No. 4019, 4th floor, Jawaharlal Nehru Bhawan, New Delhi. Tender documents without sealed envelope will not be considered. **No tender after the said date and time shall be entertained under any circumstances.**

9. **VALIDITY OF CONTRACT:** The rates quoted shall be final and valid for a period of minimum 12 months from the date of signing of contract, during the period of which the supplier will be bound to supply the requisite rubber stamps as and when indented/required by the Ministry at the rates quoted by them. **Ministry of External Affairs will have discretion of extending it for further term of one year on mutually acceptable terms and conditions and rates at the sole discretion of MEA.**

10. **BID SECURITY:** An Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee for an amount of Rs. 5,000/- (Rupees Five thousand only) payable to the **"Pay & Accounts Officer, Ministry of External Affairs, New Delhi"** should be enclosed as Earnest Money Deposit (EMD)/Bid security for safeguarding the interest of the Ministry of External Affairs in all respects along with the Quotation/Tender except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Deptt. Of Micro, Small and Medium Enterprises (MSME) or are registered with the CPO. Tender(s) received without "EMD/Bid security" shall not be considered. The EMD/Bid security will be returned/refunded within thirty days after finalization of the contract with successful supplier(s). EMD of a tenderer will be forfeited, if the Tenderer withdraws or amends its Tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

11. **PERFORMANCE SECURITY:** Successful Tenderers/supplier(s) should deposit a **"Bank Guarantee" / "Account Payee Demand Draft" / "Fixed Deposit Receipt"** (10% of the actual contract value) from the date of award of the Contract, made in favour of the **Pay & Accounts Officer, Ministry of External Affairs**. If successful Tenderer(s) fails to furnish the required **"Bank Guarantee" / "Demand Draft"** within the specified period, its EMD will be forfeited, and shall be barred from participating in future Tenders of the Ministry. The Bank Guarantee deposited by the successful tenderer(s) shall be retained by the Ministry as 'Performance guarantee/security deposit' for the due fulfilment of the terms and conditions of the contract. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

12. Any loss sustained by the Ministry as a result of non-compliance with delivery schedule, questionable quality of stores and short delivery during the validity of the Contract shall be recoverable from the Tenderer out of the Security Deposit.

13. In case of repeated failure to supply the items indented by the Ministry within the stipulated time, the firm shall be barred from participating in any future Tenders of the Ministry and shall be blacklisted.

14. **PENALTY CLAUSE:** The items as per the approved specifications should be supplied (as per condition mentioned in point no. 5 & 6) after receipt of the purchase order, failing which a penalty will be imposed (equal to 1% of indent cost per day of delay, if the delay is attributable to the supplier).

15. The procurement of the above items would be purely 'on need' basis without any guarantee for any minimum quantity. Hence, the Ministry of External Affairs shall not be liable to take any or all items included in the Rate Contract(s) with L1 bidder(s) during its validity.

16. The payment will be made within a reasonable period through e-payment on presentation of pre-receipted bill. No condition/clause with regard to interest etc. shall be entertained.

17. In case of any of the articles supplied not being found as per specifications shall be liable to be rejected or replaced and any expenses or losses caused to the supplies shall be borne by the supplier. It will be the responsibility of the supplier to ensure that articles supplied conform to the description and quality as per contract and are free from all defects. The acceptance of articles will be given only when the articles are found upto the specifications given in the tender. The rejected items must be removed by the tenderers from the consignee's premises within 03 days from the date of information about their rejection failing which the Ministry will not be responsible for them. The security deposit may also be forfeited at the discretion of the Ministry of External Affairs.

18. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part, if

- (a) The supplier fails to deliver any or all the goods/items within the time period(s) specified in the Purchase order, or any extension thereof granted by the purchaser;
- (b) The supplier fails to perform any other obligation(s) under the Contract; and
- (c) The supplier, in either of the above circumstances, does not remedy his failure within a period of 3 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

19. The rates and taxes are to be clearly quoted in the Performa (Annexure 'II') enclosed herewith. VAT applicable as per extant rules of concerned Govt. department should be mentioned clearly against each item, if applicable. The items not quoted for, should be clearly marked '**NOT QUOTED**' in bold letters against the item entry. Each page of the quotation/tender must be signed & stamped by the authorized signatory. Unsigned quotations will not be considered.

20. The Tenderers are strictly advised to refrain from quoting unrealistic prices, at which they may not make supplies later.

21. The contract will be awarded based on L-1 rates quoted by a tenderer and in case two or more firms quoted L-1 rates, then the work may be split among them based in L-1 rates quoted by them.

22. All the firms participating in the tender must submit a list of their owners/partner etc. along with their contact number and a certificate/undertaking to the effect that the firms is neither blacklisted by any Government Department nor any criminal case is registered/pending against the firms.

23. The Ministry reserves the right to amend/withdraw any of the terms and conditions in the tender document or to reject any or all quotations at its discretion without giving any notice or assigning any reason whatsoever. The decision of the Ministry will be the final in this regard.

24. **FORCE MAJEURE:** If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as

soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract. However, the Force majeure events mentioned above will not in any way cause extension of the period of the Agreement.

25. **SETTLEMENT OF DISPUTES:** All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Foreign Secretary of Ministry of External Affairs or any person nominated by him/her. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

26. The Ministry of External Affairs, New Delhi, reserves the right to accept or reject any or all of the bids in full or in part including the lowest, without assigning any reason thereof or incurring any liability thereby.

27. Tenders not conforming to any of the terms and conditions will be summarily rejected.

28. **GOVERNING LAWS AND DISPUTES:** This shall be construed and governed by the laws of the India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.

GENERAL:

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required at any point shall be sought from Administrative Officer (OS) whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the Agreement shall also be decided by making reference to him and her decision shall be final and binding.

Sd/-
(Vipin Tomar)
Administrative Officer (OS)
Room no. 4019, 4th floor
Jawaharlal Nehru Bhawan
Janpath, New Delhi-110011
Tel. no. 011-49015110

The scope of work and all terms and conditions listed from para 1 to 28 along with their sub-para have been read carefully, understood and accepted.

Signature of tenderer

TECHNICAL BID DETAILS PERFORMA

| S. NO. | Particulars | To be filled by the Tenderer |
|--------|---|------------------------------|
| 1. | Name of the Firm and owner | |
| 2. | Address of the firm with office telephone no./e-mail address, fax no. and name of the contact person | |
| 3. | Year of Registration/Incorporation (Certificate to be enclosed) | |
| 4. | PAN Number (copy to be enclosed) | |
| 5. | VAT/TIN registrations certificate (copy to be enclosed) | |
| 6. | Length of experience in the field in attending to such works in Govt sector/PSU/Private sector or in any office (copy to be enclosed) | |
| 7. | <u>Details of EMD</u> Amount Draft No. Date Issuing Bank | |
| 8. | Whether the attached terms and conditions of the tender notice is acceptable. (Yes/No) | |
| 9. | Whether the Firm is blacklisted by any Government Department or any office in the past or its contracts have been terminated/banned on account of poor performance (If No then an undertaking to this effect is to be attached) | |
| 10. | Copy of Annual Turnover (at least Rs. 2 lakh during last three financial years) | |

Annexure-II**FINANCIAL BID DETAILS PERFORMA**

| Sl. No. | Rubber Stamps | Rate |
|----------------|--|-------------|
| 1. | Wooden rubber stamp (bilingual) (per Line) | Rs. |
| 2. | Dater Stamp of Standard Quality | Rs. |
| 3. | Dater Stamp with office matter | Rs. |
| 4. | Signature Stamps (wooden) without matter | Rs. |
| 5. | Signature Stamps (wooden) with matter | Rs. |
| 6. | Signature Stamps (self-inking) with matter | Rs. |
| 7. | Signature Stamps (self-inking) without matter | Rs. |
| 8. | Self-inking rubber stamp with matter | Rs. |
| 9. | Round Rubber Stamp Bilingual with National Emblem | Rs. |
| 10. | Brass Seal Bilingual with National Emblem and large wooden handle | Rs. |
| 11. | Perma/Dura Stamp with matter | Rs. |
| 12. | Sealing plier with National Emblem | Rs. |

Signature of the tenderer with seal.....

Name.....