

NGT/PB/04/GA/2017/207
**National Green Tribunal
(Principal Bench)**

Faridkot House,
Copernicus Marg
New Delhi-110001

Dated: 8 February, 2017

CIRCULAR

Sub: Notice of inviting Tender for supply of Uniform for the staff Members on the occasion of World Conference on Environment 2017 at National Green Tribunal (PB), New Delhi.

The undersigned is directed to forward a copy of notice inviting tender for tender for supply of Uniform for the staff Members on the occasion of World Conference on Environment 2017 at National Green Tribunal, Principal Bench, New Delhi for giving wide publicity. The details of tender notice may be seen on this office website <http://www.greentribunal.gov.in/>.

This issues with the approval of Competent Authority.

(Mukesh Kumar Gupta)
Registrar General

To

1. The Director, (PL) MoEF&CC, Indra Parayavaran Bhawan, Ali Ganj, New Delhi-110003 with the request to get the tender notice uploaded on the Ministry's website.
2. Notice Board of NGT
3. Computer In-charge, NGT to upload the enclosed NIT on Website <http://www.greentribunal.gov.in/>.
4. DDO, NGT

Copy to:-

1. Ld. DR-cum to PPS to Hon'ble Chairperson
2. PS/PA to Registrar General/NGT
3. PA to Ld. Deputy Registrar
1. Guard File

(Mukesh Kumar Gupta)
Registrar General

NGT/PB/04/GA/2016
National Green Tribunal
Principal Bench
Faridkot House Copernicus Marg
New Delhi-110001

Dated: 8.2.2017

Sub: Notice inviting tender for supply of Uniform for the staff Members on the occasion of World Conference on Environment 2017-reg.

Sealed quotations are invited from eligible and experienced Firms for supply of Uniform for the staff Members on the occasion of World Conference on Environment 2017-. Separately sealed Technical Bid and Financial Bid will be kept in a single outer envelope and addressed to the Registrar General, National Green Tribunal, Principal Bench, Faridkot House, New Delhi- 110001 on or before 22/02/2017 (03:00 PM) duly superscribing Tender bid for supply of Uniform for the Staff Members on the occasion of World Conference on Environment 2017 on top of the cover and dropped in the tender box kept near R&I Section (opposite Canteen) of NGT.

Schedule to the Invitation of Tender

| | | |
|---|---|------------------------|
| Last Date of submission of tender / quotation | : | 22/02 /2017 at 3:00PM |
| Date of Opening of Technical Bids | : | 22/02/2017 at 4:00 PM |
| Date of opening of Financial Bids | : | 23/02/ 2017 at 4:00 PM |
| Estimated cost of tender | : | ₹2.5 Lacs |
| Amount of EMD | : | ₹ 12,500/- |

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while submitting their bids. Clarifications, if any, may be sought from AR/Consultant General Admin/ Store Section on Telephone No 23043526. Tender format can be downloaded from our website <http://www.greentribunal.gov.in/>.



Terms & Conditions

1. Parties:

The parties to the contract are the Tendering Firm and National Green Tribunal, PB, New Delhi.

2. Contractor:

The term Contractor shall mean Company, Firm, Agency or the party to whom the Contract is awarded and shall include his/ her/ their heirs, legal representative, assigns and successors.

3. Scope of Work:

Supply of Uniform for the staff Members of National Green Tribunal (PB) on the occasion of World Conference on Environment to be held on 25th and 26th March, 2017 as mentioned in Annexure-I.

4. Eligibility Criteria:

(a) The Contractors, who have an annual turnover of more than ₹ 10,00,000 (Rupees ten lac) during each of the last three years (2013-14, 2014-15 and 2015-16) shall only be eligible.

(b) The Contractors should have successfully executed minimum 03 works in the past with Central or State Government or Public Sector Undertakings/ Autonomous bodies of Govt. of India, State Govt. or National level Educational Institutions/ Professional Bodies.

(c) The representatives of National Green Tribunal, Principal Bench, shall have the authority to inspect the godown(s) and office(s) of the Contractor to adjudge the capability of his claim in executing the jobs. If it is felt that the Contractor does not have the capability to carry out the specified job in such an event, NGT, PB reserves the right to reject the bid on technical grounds. The decision of NGT, PB in this regard would be final and binding.

(d) The Bidder should have PAN No. and Service Tax No. and should submit legible attested copies these documents with Technical Bid.

5. Validity of Tender:

The tender is valid for a period of three months.

6. Validity of Bids:

The bids submitted by the Bidders shall be valid for a minimum period of 90 days, computed from the date of award of the contract.

7. General Conditions:

(a) The tender should be submitted on the prescribed tender form (Annexure-I, II, III and IV



only). Tender should be filled in only as per unit for which rate is called. Deviation from prescribed unit will cause rejection of the whole tender.

(b) If the cover of the tender is not sealed and marked, NGT, PB will assume no responsibility for misplacement or premature opening of the bid.

(c) The Bidder shall bear all costs associated with the preparation of his tender document including cost of any clarifications, required by NGT, PB.

(d) When deemed necessary, NGT, PB may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. NGT, PB may, if so required, ask the Bidder to give presentation for the purpose of clarification on the tender. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Bidder.

(e) NGT, PB will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

(f) A tender determined as not substantially responsive will be rejected by NGT, PB and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.

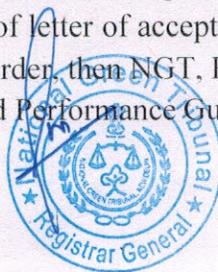
(g) NGT, PB may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. The decision of NGT, PB in this regard will however be final and binding.

(h) Bidder shall not be permitted to withdraw his/ her/ their offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Performance Guarantee, will be forfeited by the NGT, PB. Besides this, the Bidder will also liable to be debarred/ blacklisted from participating in the tendering process of NGT, PB in future or fined.

(i) Tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.

(j) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by NGT, PB.

(k) If the Bidder withdraws his tender before the expiry of the validity period or makes any modifications in terms and conditions of the tender which are not acceptable to NGT, PB, or the contract is not executed within three (3) days from the date of letter of acceptance or the work is not commenced on the stipulated date and time as per the work order, then NGT, PB without prejudice to any other right or remedy be at liberty to forfeit the EMD and Performance Guarantee.



(l) Any modification/ corrigendum issued with regard to this tender document shall be uploaded on NGT, PB website only. Bidders are, therefore, requested to visit the website regularly till the last stipulated date of issuance of the tender document for ascertaining any modification/ corrigendum issued in this regard.

(m) The entire tender document and copies of certificates submitted by the Bidder should be duly signed at the given places, together with initials on every page by the authorized person of the Bidder. Initial/ signature will indicate the acceptance of the tender papers by the Bidder.

(n) After contract the official of selected firm should visit NGT Store Section for taking measurement of the official.

8. Technical Bid:

(a) The Technical bid, having details of the firm along with the EMD, should be submitted in the form given in **Annexure-II**.

(b) A bidder will submit EMD of ₹ 12,500/- in the form of Demand Draft/ Banker's Cheque along with the bid in favour of Registrar General, National Green Tribunal, New Delhi.

(c) The Contractor/ Supplier should be a registered Firm with Trade & Taxes / Sales Tax /Service Tax Department etc. and should possess PAN, TIN (VAT), Sales tax, Service tax certificates, as applicable, copies of which should be enclosed.

9. Financial Bid:

(a) The Financial Bid should be submitted in the form given in **Annexure-III**. The Financial bid of the tender will be opened after evaluation of the technical bids and only such bidders, whose bids are qualified in technical evaluation, shall be called for opening of their financial bids.

(b) **The consolidated price quoted shall be firm and final and payable for the goods delivered & installed and shall include all taxes, duties, VAT etc. as applicable.**

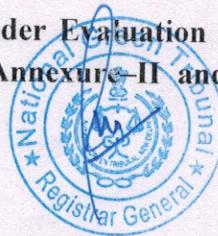
(c) If no amount is mentioned against any item/ column then its value shall be considered as ZERQ and Bidder has to provide/ supply that item/ facility free of cost.

(d) If there is a discrepancy in rates between figures and words, the amount given in words will prevail.

(e) In the case of successful Bidder, rates quoted shall be valid till the supplies are completed.

10. Criterion for Evaluation of Tenders:

(a) The evaluation of bids will be made by a Tender Evaluation Committee first on the basis of technical Bid furnished in form given in **Annexure-II** and then on the basis of Financial Bid furnished in form given in **Annexure-III**.



(b) The Committee will have the right to either call for a sample of the item(s) being procured or inspect the office/ warehouse/ godown of the bidder to ascertain the quality related aspects at the time of opening of technical bids. The bidder should facilitate the same.

(c) As a part of the process to evaluate the tenders, the Tender Evaluation Committee may invite the bidders to make a presentation before it.

(d) NGT, PB will award the contract to the Bidder whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the contract satisfactorily. **NGT, PB shall however not bind itself to accept the lowest or any tender bid, wholly or in part.**

(e) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the Meeting of this Committee by the Bidders or their representatives will be their own view and the NGT, PB will not be responsible and will not abide by the same.

11. Award of Work:

(a) **The tender shall be awarded on the total value of all the items.**

(b) NGT, PB will have discretion to award the contract to more than one Contractor, in case the successful Bidder fails to complete work. In such a condition, other Bidders shall work at the lowest accepted rate. NGT, PB, however, reserves its right to recover the difference, if any, arising out of above condition from the Bidder if the other parties execute the work on higher rates than the lowest accepted rates.

(c) When deemed necessary, NGT, PB may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. NGT, PB may, if so desired, ask the Bidder to give presentation for the purpose of clarification of the tender. All expenses for this purpose as also for the preparation of documents and other meetings will be borne by the Bidder.

12. Right of Acceptance and Other Provisions:

(a) NGT, PB reserves the right to accept or reject any or all bids/ quotations without assigning any reason and also does not bind itself to accept the lowest bid/ quotation or any tender. Any failure on the part of the Contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice to the Contractor's quotation or any tender. Successful Bidder will be informed of the acceptance of his bid in writing. Necessary instructions regarding the amount and time provided for Performance Security, if any, will be communicated. However, successful bidder will have to furnish Performance Security @ 5% of tender cost in the form of DD/Banker Cheque/ Bank Guarantee from Nationalized Bank in favour of Registrar General, National Green Tribunal, New Delhi.

(b) Any failure on the part of the Contractor to observe the prescribed procedure and any attempt



by the Contractor to influence NGT, PB for furtherance of his/ her interest, his/ her tender will be rejected forthwith. **The decision of NGT, PB in this regard will be final.**

(c) NGT, PB reserves the right to accept the whole or any part of the tender as portion of the quantity offered, which the Bidder shall supply at the rates quoted.

(d) NGT, PB reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

(e) NGT, PB reserves the right to place requirement for any additional item depending on the prevailing requirement and increase or decrease quantity of the items given in the **Annexure-I**.

13. Time Schedule for Completing of Work:

(a) The Contractor should start the work which must be completed satisfactorily by **08/03/2017** and handover the completion charge report of the work done, to the Registrar General, NGT, PB in writing. Upon receipt of the completion report, the Registrar General, NGT, PB or his nominee shall carry out a joint inspection of the supply of work with the Contractor.

(b) In case, no completion letter for handing over the supply of uniform is given by the Contractor, NGT, PB shall consider the recommendation of the Registrar General, NGT, PB for invoking penalty etc. for delay in work, if any. Supply/Trial by tailor 10th/11th March, 2017. In case of alteration required the same should also be completed to the satisfaction of individual employee by 15th March, 2017.

(c) The Contractor shall engage technically qualified personnel in sufficient numbers for executing the work. NGT, PB reserves the right to call for the details of staff so engaged by the Contractor.

(d) The Contractor shall perform the supply of uniforms under supervision of the R.C. Vermani, AR/Consultant (GA & Store) of NGT, PB.

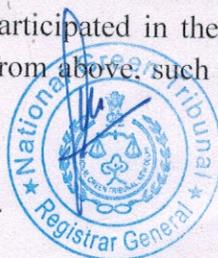
14. Performance of Work:

(a) The contract for supply of uniform will be performed by the contractor strictly as per the terms and conditions and should be performed/completed on or before 10.03.2017.

15. Subletting of Work:

The Contractor shall not assign or sublet the work/ job to any other person or party. If it is noticed by NGT, PB that the Contractor to whom work has been awarded, sublets the work to other Contractor/ party including those person or persons who participated in the bidding process, then penalty of up to 25% on total bill shall be imposed. Apart from above, such Contractor can also be blacklisted from future tendering of the University.

16. Terms of Payment:



(a) Material is to be supplied by the Contractor at NGT, PB Faridkot House, New Delhi premises on specified address. Payment shall be made through e-payment system(NEFT/RTGS) transfer only and TDS as applicable will be deducted, after satisfactory completion of work.

(b) 100% payment would be made on delivery and submission of bill. No advance payment will be released.

17. Earnest Money Deposit (EMD):

(a) The Technical Bid must be accompanied by Earnest Money Deposit of ₹ 12,500/-, submitted in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "Registrar General, National Green Tribunal, New Delhi" payable at Delhi.

(b) Bidder shall not be permitted to withdraw their offer or modify the terms and conditions of the tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, or only undertake to do portion of the work, the aforesaid amount of earnest money will be forfeited by the NGT, PB. Besides, the Bidder will also be debarred/blacklisted from participating in the future tendering of the NGT, PB or fined.

(c) The EMD of other bidders will be returned after placing of the order to the successful Contractor.

18. Performance Security:

(a) The Contractor selected would be required to furnish a Performance Security equal to 5% of the cost of the work order **within three working days** from the day of issue of work order, in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "Registrar General, National Green Tribunal, New Delhi" payable at Delhi. In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 2 (two) months beyond the date of expiry of the contract.

(b) The Performance Security Money so deposited along with the EMD will be retained for a period of three months after the event has concluded, and refunded without any interest.

19. Breach of Terms and Conditions:

In case of breach of any of terms and conditions, the Competent Authority will have the right to cancel the work order/ job without assigning any reason thereof. Nothing will be payable by NGT, PB in that event and the EMD and Performance security deposit shall also stand forfeited. Besides, the Bidder will also be debarred/ blacklisted from participating in the future tendering process of the NGT, PB's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.

20. Force Majeure:



(a) For purpose of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited, acts of the NGT, PB either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

(b) If a Force Majeure situation arises, the Contractor shall promptly notify the NGT, PB in writing of such conditions and the cause thereof. Unless otherwise directed by the NGT, PB in writing, the Contractor shall continue to perform its obligations under the Work Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. Liquidated Damages:

In case of failure to complete the job in time, NGT, PB shall impose a penalty of ₹ 5,000/- per day without prejudice and initiate legal action, which the NGT, PB may deem fit. The Contractor may also be blacklisted for future work. In such situation, NGT, PB shall have the right to make alternative arrangement for completion of the work through some other Contractor of its choice at his/ her/ their risk and cost. In that event, the entire cost so incurred by NGT, PB will have to be recovered from the original Contractor **and the same will be deducted from the Bill/ Performance Security amount/ EMD.**

22. Arbitration:

(a) If dispute or difference of any kind shall arise between NGT, PB and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to Hon'ble Chairperson, NGT, PB at Delhi. His decision will be final & binding on both the parties.



SCHEDULE OF REQUIREMENT

The schedule of requirement is given below. Minimum acceptable standard will be same as last year. Bidders are advised to see previous year uniform from the Store Section of NGT (PB) before submitting their bid:

| Sr. No. | Description | Unit | Qty. |
|---------|---|------|------|
| 1. | Black Blazer for male and female officers and officials | Each | 90 |
| 2 | Black neck Tie with NGT Logo (Embroidered) | Each | 55 |

Note:- The contractor should use the Raymonds Cloth only for stitching the blazer/black coat and will show the material for quality to the Competent Authority .

Seal of the Contractor/ Supplier

Name: _____

Designation _____

Of Authorized signatory

Dated _____



Annexure-II

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for supply of Uniform for the staff Members on the occasion of World Conference on Environment 2017 at NGT Premises**”. It shall consist of the following documents/ information:

1. Name & Postal address of Agency:

Telephones Nos.:

Fax Nos.

E-mail:

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. Nature of Agency (Sole/ Partnership/ otherwise):

4. If Registered, Regn No with validity of registration with appropriate authority:

5. Sales/ Service Tax Regn No. (Attach copy):

6. PAN No. (Attach copy):

7. TIN/ VAT No. (Attach copy):

8. Details of turnover in the last three financial years (**indicate year-wise and attach audited document**) :

9. Three work orders issued by Govt organizations/ PSUs/ reputed Educational Institutions (Attach copies).

10. List of 3 reputed clients, with at least one client belonging to GOI/ State Govt. Dept./ PSU with telephone No.:

11. Has your organization been placed in defaulter category by any Govt. Department/ PSU? If not, please submit a certificate as per Annexure IV to this effect.



12. Are you related in any way with any staff member of NGT, PB: Yes/ No.

Check list

| S. No. | Check list of documents/ Undertakings? . | YES/NO | Remarks (Give explanation if is answer No) |
|--------|--|--------|--|
| 1. | Is demand draft/ banker's cheque for a sum of Rs 12,500/- towards EMD, attached? | | |
| 2. | Is copy of Sales/ Service Tax Regn certificate attached? | | |
| 3. | Is copy of PAN No. attached? | | |
| 4. | Is copy of TIN/ VAT No. attached? | | |
| 5. | Is audited accounts statement of the last three financial years attached? | | |
| 6. | Are three work orders issued by Govt organizations/ PSUs/ reputed Educational Institutions attached? | | |
| 7. | Whether list of three reputed users (along with telephone numbers of contact persons) attached? | | |
| 8. | Is undertaking certifying that the firm is not black listed signed as per Annexure IV? | | |
| 9. | Has the tender document been duly signed on each page? | | |

Place :

Signature of the Proprietor/ Authorized Signatory

Date :

Rubber Seal indicating complete address



Financial Bid

Annexure-III

The financial bid should be enclosed in a separate sealed cover super scribed “**Financial Bid for supply of Uniform for the staff Members on the occasion of World Conference on Environment 2017 at NGT Premises**”.

The quoted rates shall include all taxes, duties, VAT, insurance, custom duty etc. as applicable and no extra shall be payable on this account. Vague offers such as custom duty extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the bidder shall bear it.

| Sr. No. | Description | Unit | Qty. | Rate (₹) | Amount |
|---------|---|------|------|----------|--------|
| 1 | Black Blazer for male and female officers and officials (Raymond Cloths) | Each | 90 | | |
| 2 | Black neck Tie with NGT logo (in Embroidered) | Each | 55 | | |
| | Total | | | | |
| | Taxes & Duties Etc. | | | | |
| | Grand Total | | | | |

Amount in words Rupees

.....

Signature :
Name & Designation :
Name of the Firm/ Agency :
Seal of bidder :
Date :



UNDERTAKING (To be submitted with Technical Bid)

It is certified that my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Tribunal/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government and no criminal case is pending against the said Firm/ Agency as on_____.

Signature of the Bidder _____

Name of the Signatory _____

Name of the Firm/Agency _____

Seal of the Firm/Agency _____

Place: _____

Date: _____

