



सत्यमेव जयते

**Government of India
Ministry of Minority Affairs
(Haj Division)**

**E- NOTICE INVITING QUOTATION FOR HANDLING AND FORWARDING OF
MEDICINES AND MEDICAL EQUIPMENT FOR HAJ -2017**

Tender No: 4/15/2017-Haj		DATED: 16.05.2017	
<u>Important Dates</u>			
Published Date	16.05.2017 (1700 hrs)		
Bid Document Download Start Date	16.05.2017 (1800 hrs)		
Clarification Start Date	17.05.2017 (1000 hrs)		
Clarification End Date	19.05.2017 (1500 hrs)		
Bid Submission Start Date	20.05.2017 (1100 hrs)		
Bid Submission End Date	09.06.2017 (1400 hrs)		
Date of Technical Bid Opening	09.06.2017 (1500 hrs)		
Date of Financial Bid Opening	14.06.2017 (1100 hrs)		

E-NOTICE INVITING TENDER (ENIT)

Haj Division, Ministry of Minority Affairs (MoMA), New Delhi invites bids from India based Handling & Forwarding Agents for forwarding & transportation of approximately 75,000 Kg of medicines/ equipment to Jeddah, Saudi Arabia for Haj 2017.

2. The two bid system (Technical and Financial) shall be followed for this tender.

3. Submission of bids:

The quotations should be submitted in two bid system. The Technical and Financial bids in separate sealed covers contained in a bigger sealed cover marked with "QUOTATION FOR HANDLING AND FORWARDING OF MEDICINES AND MEDICAL EQUIPMENT TO CGI, JEDDAH FOR HAJ -2017" on top of the envelope shall be submitted at the following address:

Under Secretary (Haj),
Ministry of Minority Affairs,
3rd Floor , Indian Society of International Law
V. K Krishna Menon Bhawan,
9, Bhagwan Das Road
New Delhi-110001

3.1 The last date for submission of bid is 9th June, 2017 (1400 hrs).

4. Technical and Financial Conditions:-

Technical and financial bids should be submitted separately in sealed cover marked with 'Technical Bid' and 'Financial Bid' in two bid system.

Technical Bid:

4.1 **Tender Fee:** Tender Fee of Rs. 500/-(Non Refundable) in the form of DD/Pay Order drawn in favour of " Pay and Accounts Officer, Ministry of Minority Affairs, New Delhi" should be submitted along with the bid. Bids submitted without Tender Fee will stand rejected. Tender Fee will not be accepted in form of cash/ cheque / FDR/ BG or any other form except DD and Pay Order.

4.2. **Earnest Money Deposit (EMD):** The tender document must be accompanied by Earnest Money Deposit draft of Rs. 10,000/- drawn on any **Nationalized** Bank, in favour of "Pay and Accounts Officer, Ministry of Minority Affairs, New Delhi", payable at New Delhi and should be submitted along with the bid. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/ cheque / FDR/ BG or any other form except DD.

4.3. The EMD shall be returned to the bidder (s) whose bid is not accepted by MOMA within 30 days from the date of placing final order (s) to the successful bidder (s). However, if returning of EMD is delayed, for any reason whatsoever, no interest shall be payable on return of EMD. **The EMD shall be forfeited in case:**

- (I) If the bidder withdraws the bid during the period of bid validity specified in the tender.
- (II) In case a successful bidder fails to furnish the Performance Bank Guarantee.
- (III) If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.
- (IV) If the bidder is found to have submitted a forged document in the technical/financial bid.
- (V) PSUs are exempted from submitting EMD provided that they must furnish certificates of their registration with any central purchase Organization/NSIC or the concerned Ministry/Department.

4.4. **Performance Bank Guarantee (PBG):** The successful bidder shall be required to furnish 10% Performance Bank Guarantee, of the order value in form of a Bank Guarantee in favour of " **Pay and Accounts Officer, Ministry of Minority Affairs, New Delhi**" of total amount of the contract. This bank guarantee shall remain valid till December 31, 2017.

4.5 **Prior experience:** The bidder should have executed at least Five orders/contracts/ agreements of similar nature in the last five years. Copy of experience must be attached with technical bid.

4.6 Bidder should be India based firm/agency.

4.7 Bidder should be registered with Sales Tax/ Income Tax Department of Government of India and should hold a valid VAT registration certificate, as applicable. A copy of Certificate of Incorporation, Partnership deed/ Memorandum and Articles of Association as applicable should be attached with technical bid.

4.8 Audited balance sheet for the last three financial years (ending March 31, 2016) justifying that bidder has minimum average annual turnover of **Rs. 30 lakhs** (Rs. 30 lakhs only) per annum during each of the last three years.

4.9 Bidder should not be under a declaration of ineligibles for corrupt and fraudulent practices and has not been blacklisted by any of the Departments/ministries/organization of the Government of India. A duly signed undertaking to this effect should be furnished along technical bid.

4.10 The bidder should submit an undertaking to the effect that a Performance Bank Guarantee (PBG) of 10 % of the order value will be submitted in case Ministry of Minority Affairs decides to place the Purchase Order with them.

4.11. Following documents should be enclosed with the Technical bid

Cover 1 (Technical Bid)	
Sl.No.	Document
1	Tender Fee (Rs. 500/- (Rs. Five Hundred only)
2	Earnest Money Deposit draft of Rs. 10,000/- (Rs. Ten Thousand only)
3	Proof of execution of five orders/contracts/ agreements of similar nature in the last five years.
4	Audited balance sheet for the last three financial years (ending March 31, 2016) justifying that bidder has minimum average annual turnover of Rs. 30 lakhs per annum during each of the last three years.

5	Registration certificate with Sales Tax/ Income Tax Department of Government of India and valid VAT registration certificate, as applicable. A copy of Certificate of Incorporation, Partnership deed/ Memorandum and Articles of Association as applicable.
6	Undertaking that bidder is not under a declaration of ineligibles for corrupt and fraudulent practices and has not been blacklisted by any of the Departments/ministries/organization of the Government of India. A duly signed undertaking to this effect should be furnished along with technical bid.
7	Compliance statement that bidder agrees to all terms and conditions of this tender document.
8	Undertaking that a Performance Bank Guarantee (PBG) of 10 % of the order value will be submitted in case MOMA decides to place the Purchase Order with them.

5. Cover 2 (Two) : (Financial Bid)

5.1. Bidders should quote rates (including all taxes) for packing, forwarding & transportation of approximate 75,000 Kg of medicines/ medical equipment to Jeddah, Saudi Arabia for Haj-2017. The rates should be quoted only for the below mentioned entities.

- A. Terminal Charges per Kg
- B. Portorage charges per Kg
- C. Clearing and forwarding charges per Kg
- D. Iron band/stuffing charges per band
- E. Documentation charges on each airway bill
- F. Agency charges
- G. Service tax on agency charges
- H. Service Charges
- I. Insurance charges
- J. Airlifting Charges from New Delhi to Jeddah, Saudi Arabia.

5.2 Bids quoting rates for extra entities other than mentioned above will not be considered by the Ministry while evaluating financial bids.

5.3 Price should be complete in all aspects and should be inclusive of all taxes. Price for each entity must be mentioned in total value considering the weight given above. Bidder should avoid corrections, overwriting, eraser or post script while quoting rates.

6. Duly filled tender with proper seal and signature of authorized person on each page of the bid.

7. The lowest bidder will have to forward all the medicines to Jeddah, Saudi Arabia in lots not more than 3-4 consignments.

8. The lowest bidder would be responsible for arranging all the necessary clearances/documentations from concerned authorities. Contract shall be awarded by Haj Division, Ministry of Minority Affairs to the lowest bidder, and payment shall be processed by the Ministry in consultation with CGI, Jeddah.

9. If more than one bidder happens to quote the same lowest price, MoMA reserves the right to split the order and award the contract to more than one bidder.

10. MoMA shall not pay any advance payment for forwarding of medicines/ medical equipment.

11. Name of Agency from where medicines/ medical equipment required to be collected in New Delhi shall be intimated at the time of award of contract.

12. Late Bids: Bid(s) received in MoMA after the due date will not be considered by the Ministry.

13. Penalty for delayed Services:

MoMA reserves the right to levy penalty in case medicines /equipments are not forwarded to Jeddah, Saudi Arabia within the stipulated period. A Liquidated Damages @ 0.5% of FOB price would be levied for delay of each day subject to the maximum of 10% of total cost of the consignment.

14. MoMA reserves the right to cancel the order in case the delay is more than 4 weeks. The penalties, if any shall be recovered from the claim filed by successful bidder after supply of medicines and medical equipment.

15. Jurisdiction:

The disputes, legal matters, court matters, if any shall be subject to New Delhi jurisdiction only.

16. Force Majeure:

MoMA may consider relaxing the penalty and delivery requirements, if and to the extent that, the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event or effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

17. Arbitration:

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 the 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 arbitrations proceedings.

18. Opening of Technical Bid & Financial Bid:

18.1 Technical Bids (complete in all respect) received along with demand draft of EMD and Tender Fees will be opened at 1500 Hrs. on June 9, 2017 in the presence of bidders representative, if available, at Room No. 305, ISIL Building, 9 Bhagwan Das

Road, New Delhi-110001.

18.2 Financial bids of technically qualified bidders will be opened at 11.00 Hrs. on June 14, 2017 in the presence of bidders representative, if available, at Room No. 305, ISIL Building Bhagwan Das Road, New Delhi-110001.

18.3 Bid received without EMD will be rejected straightaway.

19. Assistance to Bidders:

(i) In case bidders require any clarifications / information relating to this tender they may submit the same in writing to ushaj-mma@gov.in by **19th May, 2017 (1500 hrs)** at the address given above. All clarifications/ information etc will be up-loaded on the Ministry and Haj Division's website and Central Public Procurement Portal. Hence bidders are requested to follow up these websites regularly. Clarification / request for information etc. from the prospective bidders for this tender shall be entertained upto **19th May, 2017 (1500 hrs)** only.

20. Amendment of Bidding Document:

25.1 At any time prior to the deadline for submission of bids, the Ministry may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document. Any amendment in the bidding document, at any time prior to the deadline for e-submission of bids, shall be uploaded as "corrigendum" on <http://eprocure.gov.in/epublish/app>, www.minorityaffairs.gov.in and www.haj.gov.in. Such amendments/ modifications shall be binding on all the prospective bidders. The decision of Ministry, in this regard, shall be final and binding on all bidders.

21. Ministry at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.

22. The Ministry reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason.

MOMA reserves the right to award or reject the orders to any or all bidders without assigning any reason whatsoever.