



राष्ट्रीय होमियोपैथी संस्थान

NATIONAL INSTITUTE OF HOMOEOPATHY

आयुष मंत्रालय, भारत सरकार के अन्तर्गत एक स्वायत्त संस्थान

(An Autonomous Organisation under the Ministry of AYUSH, Govt. of India)

☎ : 2337-0969/70  
2337-5268  
Tele Fax : 2337-5295  
E-mail : admin@nih.nic.in  
Website : nih.nic.in  
ब्लॉक -जी, ई, सेक्टर - III,  
साल्ट लेक, कोलकाता-700 106  
BLOCK - GE, SECTOR III, SALT  
LAKE, KOLKATA - 700 106

F. No.10-049/NIH/ROWP/2016/

10/06/2016

Notice

**Submission of sealed Tender for Purchase and installation of RO based Water Purifier Machine**

Reputed firms engaged in supply and installation of Medical Equipment to the Government Hospital/Medical Institute are invited to participate by submitting sealed Tender in separate sealed envelopes of (Two Bid system) Technical Bid and Price Bid for supplying of the item mentioned below. Tender/RFP document may be downloaded **free of cost** from the website of our Institute <http://www.nih.nic.in> .Tender should be **submitted on or before 11/07/2016, within 1700 hrs.** duly super scribing the envelope with tender no. and date of opening. The Technical Bid will be opened on next working day. Tender received after last date and time of submission will neither be entertained nor be returned. Further for query, if any, may be clarified from this office from Monday to Friday between 1100 hrs. to 1600 hrs.

<i>Sl. No.</i>	<i>Name of the Item</i>	<i>Unit</i>	<i>Qty.</i>
1.	RO Based Water Purifier Machine	Pc	18

Sd/-  
Director



# **National Institute of Homoeopathy**

An Autonomous Organization under the Ministry of  
**AYUSH (Ayurveda, Yoga & Naturopathy, Unani,  
Siddha and Homoeopathy)**

BLOCK - GE, SECTOR - III, SALT LAKE, KOLKATA - 700 106  
WEST BENGAL, INDIA

PH: 2337 0969 / 70 TELEFAX : 2337 5295

E-mail : admin@nih.nic.in

Website : www.nih.nic.in

## **TENDER DOCUMENT**

**For**

## **NIH – RO WATER DISPENSERS**

<b>Tender Reference Number</b>	<b>10-49/NIH/ROWP/2016</b>
<b>Date of Issue</b>	10/06/2016
<b>Due Date</b>	11/07/2016
<b>Name &amp; Address of Tenderer</b>	Director NIH BLOCK - GE, SECTOR - III, SALT LAKE, KOLKATA - 700 106 WEST BENGAL, INDIA

# NATIONAL INSTITUTE OF HOMOEOPATHY, KOLKATA, INDIA

(Tender Reference No:10-49/NIH/ROWP/2016)

## INVITATION FOR TENDER OFFERS

**NATIONAL INSTITUTE OF HOMEOPATHY** hereinafter referred to as the NIH, invites sealed tender offers (Technical bid and Commercial bid) from eligible reputed firms for providing RO Water Dispensers as specified in the schedule below:

<b>Bid collection and submission details:</b>	
Tender reference Number	<b>10-49/NIH/ROWP/2016</b>
Last date and time for receipt of tender offers	11/07/2016
Date of opening of technical bids	
Offer Validity Period	Tender should remain valid for 90 days
Earnest Money Deposit	<b>Rs 50,000 (Rs. Fifty Thousand Only)</b> by Demand Draft in favour of "Director NIH Kolkata," payable at Kolkata. Address for Director NIH, Kolkata BLOCK - GE, SECTOR - III, SALT LAKE, KOLKATA - 700 106 WEST BENGAL, INDIA
Place where tender offers would be opened	Director's office NIH BLOCK - GE, SECTOR - III, SALT LAKE, KOLKATA - 700 106 WEST BENGAL, INDIA
Fax No.	033-2337 5295

## **ABOUT NIH**

**NATIONAL INSTITUTE OF HOMOEOPATHY** was established on 10th December 1975 in Kolkata as an autonomous organisation under the Ministry of Health and Family Welfare, Govt. of India, presently under the Ministry of AYUSH, Govt. of India. The Institute is affiliated to the West Bengal University of Health Sciences, Kolkata. This Institute, conducts the degree course in Homoeopathy i.e., Bachelor of Homeopathic Medicine and Surgery [B.H.M.S.] since 1987 and Post - Graduate course i.e. Doctor of Medicine in Homeopathy [M.D. (Hom.)] since 1998.

The Institute is functioning in its own campus measuring about 16 acres of land at Block - GE, Sector - III, Salt Lake City, Kolkata - 700 106, from August 1986 onwards. The Institute has an Academic building/Administrative block, Hospital (IPD/OPD) and Under Graduate Hostels for boys and girls. Construction of the Phase-1 of the 8-storied Academic-cum-Library building situated in the main campus at block GE is about to be completed. The 1<sup>st</sup> Phase (G+3 floors) of the new Academic-cum-Library building with all modern amenities is completed and has been operational; 8 departments classes are shifted to new Building, the 2<sup>nd</sup> phase of construction is near completion. The extension of hospital building (G+3) is completed for extension of hospital bed strength from existing 100 to 250 beds. There are two other campuses, one measuring about 9.5 acres located in Block-JC, Salt Lake, Kolkata, where Residential Quarters for the staff of the Institute, International Hostel and Post Graduate Hostel are situated. Another campus measuring about 25 acres having a herbal plant garden and a peripheral OPD is located in Kalyani, Dist. Nadia, West Bengal, about 50 kms away from the main campus. Govt. of India has declared the National Institute of Homoeopathy, as the Center for Traditional Medicine in South East Asian Region Countries under Delhi Declaration.

### **The NIH comprises of following departments**

- 1. Anatomy**
- 2. Physiology & Biochemistry**
- 3. Organon of Medicine, Chronic Diseases, Homeopathic Philosophy & Psychology**
- 4. Materia Medica & Homoeopathic Therapeutics**
- 5. Case taking and Repertorisation**
- 6. Homoeopathic Pharmacy**
- 7. Practice of Medicine & Pediatrics**
- 8. Pediatrics (PG)**
- 9. Surgery**
- 10. Obstetrics and Gynecology**
- 11. Community Medicine**
- 12. Forensic Medicine & Toxicology**
- 13. Pathology, Bacteriology & Parasitology**
- 14. Library & Information Services**

## NIH Building Blocks

S No	BUILDINGS of NIH	Location
1	UG Boys' Hostel	Main campus at GE-Block
2	UG Girs' Hostel	Main campus at GE-Block
3	Hospital (OPD& IPD)	Main campus at GE-Block
4	Academic-Cum-Library	Main campus at GE-Block
5	International Hostel	At JC-Block Camus
6	Post Graduate Hostel	At JC-Block Camus

## NIH's OBJECTIVES

NIH is desirous of providing clean drinking water to all its students, patients and visitors through 18 Units of RO Water Dispensers installed in all the building blocks of the Institute. The RO Water Dispenser should be of renowned make and have the following technical parameters:

### TECHNICAL SPECIFICATION

SYSTEM	PARAMETERS
Output Flow Rate	Minimum 150 LPH
Recovery of Purified Water	50-60%
Rejection Of Salts	90-95%
<b><u>Inlet Water Condition</u></b>	
Minimum Inlet Pressure (kg/cm <sup>2</sup> )	0.9-1.5
Maximum Inlet Pressure (kg/cm <sup>2</sup> )	1.8-2.25
Maximum Inlet Water TDS	1500 PPM (Subject to hardness of inlet water being less than 500 ppm)
<b><u>Electric Supply</u></b>	
Operating Voltage	230 +10% VAC
Power Consumption	330-360 Watts
RO Booster Pump	230 VAC Rotary Vane Pump
<b><u>Purification Stages</u></b>	
Sediment Filter	20"length 10 micron X 1
Carbon Filter	20"length 10 micron X 1
RO Membrane	300 GPD X 3
Membrane size X Nos.	100 GPD X 1
Water Saver Cartridge	20" X 1
Post RO Purification	ESS (Purified water remain safe from recontamination of bacteria for 7 days)
Purification Flow Rate	Minimum 155 Liters/Hour

<b><u>Indication</u></b>	
Digital Monitor/LCD	TDS, Cartridge life, Power on, No water, change cartridge
<b><u>Pre Filtration</u></b>	As per Test Report
<b><u>Storage</u></b>	
SS Storage tank approx 100 Ltr	Optional

- 1. The Location of 18 units for installation at NIH Campus shall be defined by NIH and suitable power points, water connection and drainage shall be provided by NIH.**

## **SITE PREPARATION**

1. Vendor shall provide detailed guidelines for site preparation. It shall be NIH's responsibility to ensure proper environment with suitable power, adequate safety for equipment.

## **SPECIFICATION OF EQUIPMENTS AND SERVICES**

1. The technical specifications specified in the schedule (Annexure-A) are the minimum requirements of the Purchaser. The vendors are at liberty to indicate higher specifications than the minimum levels. The Purchaser reserves the right to place orders at the higher specifications offered by the vendors. Similarly, the warranty period is the minimum required. The vendors are at liberty to offer a higher warranty period and the Purchaser / Indenter reserves the right to avail of the longer warranty period offered.

## **MAINTENANCE AND SUPPORT**

1. As a part of maintenance strategy, vendor shall quote services of technical resources for NIH, post commissioning of RO Water Dispensers. The service engineers should have sufficient technical qualification and experience to handle issues that may arise during the installation of RO Water Dispensers.
2. Maximum time to repair (resolve & recover) a reported break down should be two days. Time for this purpose shall be measured as interval between the time of reporting the problem and the time when the problem is fully solved making the faulty components/functions fully operational.
3. Bidder shall not be responsible for damage to the systems due to external circumstances such as earthquakes, floods, fires, riots, electrical anomalies, as well as rats cutting etc.
4. Even if the RO Water Dispensers are shifted to any other location at NIH, during the warranty period, the warranty should continue.

## **UPTIME GUARANTEE**

1. Vendor shall have to guarantee a continuous high availability of the all the spare parts supplied by them.
2. In case a failure occurs during the warranty period and the same has not been set right by the vendor within 2days from the time of intimation to the Vendor, the warranty period will also be extended proportionately.

## **INSTRUCTIONS TO TENDERERS**

### **Definitions**

In this Contract, the following terms shall be interpreted as indicated below:

1. "Vendor or Contractor or Service Provider" shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
2. "Contract" means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
3. "Bidder" means any firm having proper legal Agreement with the OEM full responsibility of managing the project as required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Vendor" which shall be used after award of the contract.
4. "The Contract Price" means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "The Goods" means all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
6. "Services" means services ancillary to the supply of the Goods, such as implementation, training, transportation and insurance and any other incidental services and other obligations of the Vendor covered under the Contract;
7. "Day" means a working day.
8. "Tendering Authority" means The Director, NIH, Kolkata-
9. "NIH" means National Institute of Homeopathy, Kolkata

## **LOCATION FOR SUPPLY OF GOODS AND SERVICES AND INSTALLATION**

Delivery, Installation of RO Water Dispensers should be at the Sites/Locations as per **Annexure-J** at the risk and cost of successful bidder.

## **SPECIFICATIONS**

1. The technical specifications are the minimum requirements of the purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level. The purchaser reserves the right to place order at the higher specifications offered by the Tenderer. Similarly, the warranty period is the minimum required. The Tenderer is at liberty to offer a higher warranty period and the Purchaser / Indenter reserves the right to avail of the longer warranty period offered.
2. Intending Bidders are invited to provide suggestions to improve upon this RFP. Such suggestions may be made after studying the Tender published on NIH's website thru email.NIH intends to take the benefit of the latest advances in the technology. The Purchaser will communicate such changes that are acceptable to all the intending

Bidders. Only such changes that have been communicated to all will become binding on the Bidders.

## **COST OF TENDER DOCUMENT**

Tender/RFP document may be down loaded **free of cost** from the website <http://www.nih.nic.in/>

## **EXPENSES INCURRED DURING EXECUTION OF TENDER**

It may be noted that NIH will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

## **NON-TRANSFERABLE TENDER**

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the NIH.

## **QUALIFICATION CRITERION**

1. The respondent may be a Government Organization / PSU / PSE / partnership firm or a Private Limited Company under Indian Laws.
2. The respondent should be in existence for minimum 3 years.
3. Consortium bids shall not be permitted. The Bidder / OEM should have minimum turnover of at least Rs.25 Lakhs or more in any of the past 3 years and an average turnover of Rs. 10 Lakhs in past 3 years.
4. An affidavit to the effect that the firm or any of its partner, director, Board Member of any firm has not been black listed by any Government /Semi Government Organization/statuary body.
5. The bidder should have an established development set up in India

## **OFFER VALIDITY PERIOD**

Tender should remain valid for 90 days

## **COMPLETENESS OF TENDER OFFER**

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

## **TWO BID SYSTEMS TENDER**

- The offer shall be in two separate parts, containing Technical and Commercial offers. Two separate sealed envelopes containing the Technical and Commercial offers separately should be enclosed together in a large envelope, sealed and superscripted with the Tender Reference Number, Name and address of the Tenderer. Tender Offer without separate envelopes for technical offer and commercial offer will be rejected outright.



- All pages in technical and commercial bid shall be stamped with the official company seal and duly signed by the authorized signatory.
- The bidders should use the formats prescribed by the NIH for submitting both technical and commercial bids.
- All two inside envelopes should be separately sealed and stamped. The sealed envelopes must be super-scribed with the following information:
  - Type of offer (Technical or Commercial):
  - Tender Reference Number:
  - Name and address of Tenderer:
  - Date of submission of Tender Offer and Time:

## **ENVELOPE-I (TECHNICAL OFFER)**

- The technical offer shall be submitted in Duplicate.
- The Technical offer should include all items asked for in Annexures-A.
- The Technical bid should be complete in all respects with all the columns filled in including “Remarks / Deviations”.
- The Technical offer should be complete to indicate that all products and services asked for are quoted and should give all required information including technical brochure, manuals, technical specifications, data sheet of the quoted products in an organized and neat manner. No documents, brochures, leaflets, etc. should be submitted in loose form. (Submit hard copy and soft copy in CD)
- The technical bid should not contain any price information.
- The technical specifications are the minimum requirements of the purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level. The purchaser reserves the right to place order at the higher specifications offered by the Tenderer.
- Filling up of the Technical Detail Form using terms such as “ok”, “acceptable”, “noted”, “as given in brochure / manual” is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable.
- One tender should specify only one integrated solution.

## **EARNEST MONEY DEPOSIT**

- Subject to compliance of Response Submission Process the intending bidders should pay along with bids an Earnest Money Deposit of **Rs.50,000.00**, The EMD shall be paid by Demand Draft or Bank Guaranty in favour of ‘**Director NIH Kolkata**’, payable at Kolkata. The EMD will not carry any interest.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” issued by NIH.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to:

- The successful bidder, 3 months after successful installation, commissioning and testing of Goods and services.

- The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the contract value.
- The unsuccessful bidders, only after acceptance of the “Letter of Appointment” by the selected bidder.

## **ENVELOPE-II (COMMERCIAL OFFER)**

- Commercial Offer as per Annexure –B shall be submitted in Duplicate.
- It should give all relevant price information and should not contradict the Technical Offer in any manner.
- The prices quoted in the commercial bid should be without any conditions.
- The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the tender either with the technical or commercial bids submitted.
- The price schedule must be filled in completely, without any error, erasures or alterations.
- Tenderer should quote only all-inclusive Price inclusive of Supply, Installation, commissioning, Transportation, Forwarding, Insurance, Training, Warranty, taxes and duties etc except Octroi.
- The commercial offer shall be on a fixed price basis, inclusive of all taxes, no price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.
- Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc will be treated as being at variance and shall be liable for rejection.
- The envelope consisting of Commercial Offer shall be marked as “Commercial Envelope”.
- Prices quoted will be firm for the entire period of Contract. All prices to be quoted in Indian Rupees, and must clearly state all applicable taxes which must be included in quoted price.
- It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost Proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal will be considered as valid ground for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor.
- The commercial offer should include cost of upgrades of the system and application software for total duration of contract.
- The commercial offer should include incidental charges and customization charges if any.

## **AUTHORISED SIGNATORY**

- The selected bidder shall indicate the authorized signatories who can discuss and correspond with the NIH, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy, to discuss, sign agreements / contracts with the NIH. The bidder shall furnish proof of signature identification for above purposes as required by the NIH.

## **ONLY ONE SUBMISSION PERMITTED**

- Only one submission of response to tender by each Vendor will be permitted. All submissions, including any Banking documents, will become the property of NIH.

## **SUBMISSION OF TENDER OFFER**

- Sealed tender offers shall be received by the “**Director, NIH, Kolkata**” at the address specified above not later than the time and date specified in the invitation of Tender offer. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.
- Tender Offer submitted without Application Fee, sent by fax or e-mail will not be considered for evaluation.
- Tender Offer received late will be rejected and / or returned unopened to the Tenderer.

## **OPENING OF TENDER OFFER**

- Tender offers received within the prescribed closing date and time will be opened in the presence of bidders’ representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document.
- The bidder’s representatives present, shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so.
- A copy of the authorization letter should be brought for verification.

## **PRELIMINARY SCRUTINY**

- Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender document. For purpose to these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Tender Document without material deviations. The purchaser’s determination of an offer’s responsiveness is to be based on the contents of the Tender Offer itself without recourse to extrinsic evidence.
- The Purchaser will scrutinize the offer to determine whether the offer is complete, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offer is in order.
- A tender offer determined as not substantially responsive will be rejected by the purchaser and the commercial bid for such Tenderer will not be opened.
- The Purchaser may waive, any minor infirmity or irregularity in a Tender offer, which does not constitute a material deviation. This shall be binding on all Tenderers and the Purchaser reserves the right of such waivers.

## **CLARIFICATION OF OFFER**

To assist in the scrutiny, evaluation and comparison of offer, the Purchaser may, at its discretion, ask some or all Venders for technical clarification of their offer. The request for such clarification and the response shall be in writing. To speed up the response process, the Purchaser, at its discretion, may ask for any technical clarification to be submitted by means of facsimile / email by the Tenderer. In such cases, original copy of the document describing the technical clarification must be sent to the Purchaser by means of courier / in person.

## EVALUATION OF TECHNICAL BIDS

Minimum Eligibility Criteria bids received from the Bidder will be opened on the specified day in the presence of representatives of the bidders, who choose to be present as per the schedule stipulated by NIH. A detailed analysis will be subsequently carried out by NIH. Based on responses to 'Minimum Eligibility Criteria', Bidders will be short listed for technical evaluation further. Proposals, which are not meeting the Minimum Eligibility Criteria, will not be considered further for technical evaluation. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RTS) shall be assigned to each bid. Technical Bids receiving a RTS greater than or equal to a score of 80 (cut-off marks) will be eligible for consideration in the subsequent round. The Parameters of the Technical evaluation are broadly in following paragraphs.

### Mark Distributions

Maximum Points 100

	Criteria Points	(Max Marks)
The bidder / Original Equipment Manufacturer should have implemented minimum similar projects, (Only last 2 years contracts will be considered for points award)		Max Marks 15
<ul style="list-style-type: none"> <li>• For 2 or more installations in large enterprises in India for min value of 3 Lakhs each or one project for 5 Lakhs in last two years by OEM or its any dealer</li> <li>• Less than the above</li> </ul>	15  0	
Satisfactory Services Certificate by at least two Clients.		Max Marks 15
<ul style="list-style-type: none"> <li>• Satisfactory Services Certificate by 2 Clients</li> <li>• Satisfactory Services Certificate by 1 Clients</li> </ul>	15 5	
Track of being in the Business for at least 3 years		Max Marks 10
<ul style="list-style-type: none"> <li>• Being in the Business for more than 3 years or more</li> <li>• Being in the Business for less than 3 years</li> </ul>	10 5	
Undertaking to render Technical services at Kolkata as required to support the Project		Max Marks 10
<ul style="list-style-type: none"> <li>• If Yes for above</li> <li>• Any of the above missing</li> </ul>	10 0	
Turnover in any year in last 3 years		Max Marks 10
<ul style="list-style-type: none"> <li>• =&gt;25 Lakhs</li> <li>• Less than 25 Lakhs</li> </ul>	10 0	

Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. **The minimum qualification score for the Technical Bid would be 90 marks.**

### **SHORT LISTING OF BIDDERS**

- The Purchaser will short list technically qualifying Bidders and commercial offers of Technical Qualified Bidders will be opened.

### **COMPLETION OF COMPLIANCE OF TENDER CONDITIONS, STIPULATIONS AND PRICE COMPARISON**

- The Purchaser will evaluate the commercial offers of Bidder previously shortlisted and determined to be substantially responsive.
- After opening of the commercial offers of the short-listed Bidder, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

### **AWARD CRITERIA**

- Contract will be awarded to the Vendor, whose commercial offer has been determined to be lowest evaluated offer after evaluating the technical offers. Only technical qualified Bidder would be called up for commercial openings. Contract may be awarded even if only one bidder qualifies technical/commercial offer. However, NIH reserves the right to take appropriate decisions in such case and shall not be binding on the NIH to award the contract.

### **RIGHT TO ALTER ITEMS**

- The Purchaser reserves the right to delete items from the schedule of requirements specified in the tender. The Purchaser also reserves the right to alter the quantity.
- The purchaser reserves the right to vary specifications.

### **NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER**

- NIH shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- NIH reserves the right to make any changes in the terms and conditions of the tender.
- NIH will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

### **CORRUPT AND FRAUDENT PRACTICES**

- The Purchaser will reject a proposal for award if it determines that Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

### **SIGNING OF CONTRACT AGREEMENT**

- Within seven days of receipt of Purchase order, the successful Tenderer shall sign and date the contract and return it to the Purchaser.

# TERMS AND CONDITIONS OF CONTRACT

## Payment Terms

Sr. No.	Payment Item	Due on	Payment Details
1	RO Water Dispenser delivery with manuals	Within One <b>Week</b> of Signing the contract	80% of the cost of equipment value.
2.	RO Water Dispenser installation	Within <b>two Weeks</b> of receipt of payment of Sr. No. 1.	20% of the equipment value after certification about satisfactory performance by competent authority at NIH.

## LIQUIDATED DAMAGES

For any delay in Installation and Commissioning, the NIH will charge penalty as under:

- **Rs. 200/=** per day, for any delay in implementation of Phase-I,
- Subject to the cost not exceeding 10% of the total cost.
- In case the delay in the project is caused due to lack of facilities or breakdowns attributable to NIH the NIH will compensate the cost of stay, boarding and lodging for the Bidders Technicians up to 1 Technician per day for the number of days it exceeds the contractual period.

## PERFORMANCE GUARANTEE

- Performance Bank Guarantee of 10% of the contract value valid for 1 year after the implementation of Project shall be required to be submitted within 15 days from Final Acceptance Certificate after the project closure in case the Bidder is not willing to the last stage payment to be released only after One Year.

## WARRANTY AND ANNUAL MAINTENANCE CONTRACT (AMC)

- The successful Bidders shall warrant the equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 1 year from date of completed installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost.
- Each and every call will be attended by competent staff of the Bidder within 2 working days of its notification either on phone or in writing during business hours (9am -6pm). Delay in attending the call and delay in rectification of fault will lead to consequential increase in warranty.

## CANCELLATION OF CONTRACT AND COMPENSATION

- The NIH reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the NIH on the following circumstances:
  - The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
  - The bidder goes into liquidation voluntarily or otherwise.
  - The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
  - If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

- After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the NIH reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the NIH may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- The NIH reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- The purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of Performance Bank Guarantee or withhold the 10% payment of the contract value in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfillment or performance of the contract under reference in all respects satisfaction of the purchaser. The purchaser shall be entitled to deduct from the amount of Performance Bank Guarantee any loss or damage which the purchaser may suffer or be put by any reason of or due to any act or other default recoverable by the purchaser from the contract. The losses recoverable by the purchaser from the Performance Bank Guarantee shall include all losses incurred by the purchaser during the warranty period on account of failure of software or delay in providing services during the warranty period as per stipulations of the contract. The Performance Bank Guarantee will be returned to the contractor or the 10% payment withheld with the Tenderer shall be released to the Vendor without any interest on performance and completion of the contract which shall include installation, commissioning of complete software supply and implementation under the contract and fulfillment of warranty obligations for the complete terms of the contract.

### **ASSIGNMENT**

- Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the NIH.

### **SUBCONTRACTING**

- The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the NIH.

### **NO LEGAL RELATIONSHIP**

- No binding legal relationship will exist between any of the Recipients / Respondents and NIH until execution of a contractual agreement.

### **DISQUALIFICATION**

- Any non-confirmation to above tender details can be treated disqualification. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

## **ANNEXURES TO THE TENDERS**

The tender comprises of following schedules / Annexure:

Annexure-A	Tech Compliance Sheet/Specifications For Technical Offer
Annexure-B	Price Schedule
Annexure-C	Tender Offer Form
Annexure-D	Self-Declaration (Notarized Affidavit)
Annexure-E	Details Of Bidder
Annexure-F	Details Of Manpower Associated With This Project
Annexure-G	Performance Statement
Annexure-H	Contract Form
Annexure-I	Performance Security Form
Annexure-J	Checklist



**Annexure-A**

**Specifications for Technical Compliance of RO Water Dispenser**

<b>Requirements</b>	<b>Compliance Yes / No</b>	<b>Bidder's Response to the Requirements</b>
<b>RO System</b>		
Output Flow Rate		
Recovery of Purified Water		
Rejection Of Salts		
Minimum Inlet Pressure (kg/cm <sup>2</sup> )		
Maximum Inlet Pressure (kg/cm <sup>2</sup> )		
Maximum Inlet Water TDS		
Operating Voltage		
Power Consumption		
RO Booster Pump		
Sediment Filter		
Carbon Filter		
RO Membrane		
Membrane size X Nos.		
Water Saver Cartridge		
Post RO Purification		
Purification Flow Rate		
Digital Monitor/LCD		
SS Storage tank approx 100 Ltr.		

**ANNEXURE-B  
PRICE SCHEDULE (PS)**

Tender Reference:**10-49/NIH/ROWP/2016**

Last date and time for submission of Tender : 11/07/2016

**The Director, NIH**

Block - GE, Sector - iii, Salt Lake, Kolkata - 700 106 West Bengal, India

**SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER NIH –  
RO Water Dispensers**

That we are sole owner/authorized agents/ of  
.....  
.....

That we/the undersigned agency is equipped with adequate hardware/software and other facilities required for providing services and our establishment is open for inspection by the representatives of NIH

We hereby offer to provide Services at the prices and rates mentioned in the financial bid (as per financial template).

We do hereby undertake, that, In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.

The prices quoted are inclusive of all charges inclusive of traveling, hardware/software/ manpower etc. for providing the desired services.

We agree to abide by our offer a period of 90 days from the date fixed for opening of the tenders and that we shall remain bound by the communication within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and condition.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

**FINANCIAL BID**

#	Parameter	Value Including All Taxes and handling charges, if any (in Rs.).
1		In Figure _____  In Words _____ _____
2		In Figure _____  In Words _____ _____
3		In Figure _____  In Words _____
4	Balance payment	In Figure _____  In Words _____

Note:

1. All the costs should be quoted in Indian Rupees and should be fixed on **lump-sum basis, no escalation of cost will be allowed under any circumstances.**
2. NIH shall not pay separately any specific statutory taxes / service charges to any authority.
3. No hidden charges will be allowed, if any.

4. Excessive payment, if any, made to the agency shall be re-paid to the NIH by the agency.	
I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation of the project at site.	
Dated:	Signature:
Name of Agency:	
Company Seal: Phone No	Full Address, with email and

**TENDER OFFER FORM (TOF)**

Date: .....

**Tender Reference No.: 10-49/NIH/ROWP/2016**

To

**The Director NIH,**

Block - GE, Sector - iii, Salt Lake, Kolkata - 700 106 West Bengal, India

**SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER NIH – RO Water Dispenser**

Gentlemen:

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Vendor as mentioned in the Scope of the work as required by NIH in conformity with the said tender documents.

I/We declare that we are an established service Provider in the area of RO Water Dispensers under the name and style of .....  
.....  
.....

We declare that we are equipped with adequate machinery/technology for providing the services as per the parameters laid down in the Tender Document and we are prepared for live demonstration of our capability and preparedness before the representatives of the NIH office.

I/ We undertake that the Prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for executing this work.

I/ we undertake, in the event of acceptance of our bid, the services shall be provided as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services.

If our Bid is accepted we shall submit the performance guarantee of bank or not demand the 10% payment of the contract value till end of 1sy Year as specified in the Tender document for the due performance of the Contract during the Contract period at the time of signing of Agreement in the Form prescribed by the Tendering Authority.

I / We agree to abide by this Bid for the period of 90 days after the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive. We agree to the terms and conditions mentioned in the Tender Document.

Dated this.....Day of.....Signature:

(In the Capacity of :)

Duly authorized to sign the tender offer for and on behalf of

**Encl.: - (A) Envelope-1**

1. Index
2. Tender offer form duly filled in. (Annexure A)
3. Bidders Authorization Certificate.
4. Self Declaration for unblemished record (Annexure D)
5. Details of Bidder (Annexure D)
6. Performance statement along with necessary Documents (Annexure G)
7. Earnest Money Deposit
8. VAT Registration No. and Service Tax Registration No.
9. Tender Document duly stamped and signed.
10. Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
11. Copy of the Factory Registration Certificate, if applicable
12. Copy of the PAN Card
13. Proof in support of having experience of minimum of 3 years of existence in the field of RO Water Dispenser related activities as on 1st February, 2016. Work orders along with Completion Certificates / Client's Testimonial.
14. Proof in support of experience in supply of RO Water Dispensers and providing related services to the Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level Board. Work-orders along with Completion Certificates.
15. Proof in support of at least 2 projects in Large Enterprises of minimum value of 3 Lakh each. Or should have done at least one project of value 5 Lakhs or Above. These may have been executed by OEM or any of his dealer. References of such Installations along with the concerned officers name and contact numbers should be provided.
16. Technical proposal
17. Problem Escalation Mechanism with name, designation and contact details at each level up to the level of CEO
18. Proposed Methodology to complete this project.
19. Details regarding proposed infrastructure for desired services.
20. Details regarding miscellaneous / Add-on technical services.
21. Copies of its audited financial statements for past three years

**(B) Envelope-2**

1. Price Schedule, duly stamped and signed

**ANNEXURE-D**  
**SELF-DECLARATION (NOTARIZED AFFIDAVIT)**

Ref..... Date:-

To,

**The Director NIH**

Block - GE, Sector - iii, Salt Lake, Kolkata - 700 106 West Bengal, India

In response to the tender No.....Dated..... as an owner/partner / Director of ..... I / We hereby declare that our Agency ..... is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.

I/ We M/s\_\_\_\_\_ (Name of the Company) are not blacklisted in any Department of Government of India or any State Government I/We further undertake that our partner M/s \_\_\_\_\_ (Name of Vendor) having office are also not blacklisted in any Department of Government of India or any State Government

I/We hereby declare that there are no pending cases against M/s ..... (Name & Address of Bidder) with Department of Government of India or any State Government or any other court of law

I/We hereby declare that Bidder's company or Director/Owner of the company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean(Economical & Criminal) as on 1st February, 2016

Name of the Bidder: -

Signature: -

Seal of the Organization: -

**ANNEXURE-E  
DETAILS OF BIDDER**

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

**General Profile of the Company and OEM:-**

Name and Address of the Company and OEM With Telephone Nos., Fax, E-mail and Website	
Date of Incorporation	
Offices situated at different locations	
Infrastructure facilities	
Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)	
Executive Profile	
Service Tax Registration Number	
VAT Registration Number	
PAN No.	
Premises / space available in square feet	

**Details of Manpower:-**

Technical Personnel available:
Number of Operators:
Number of Supervisors:
Number of Managers:

**List of Clients (For a period of last Three years):**

S. No	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	Total value of the contract (in Rs)

(Separate pages may be taken to elaborate the projects undertaken)

**Quality Certificates**

S. No	Name of Certificate	Certified By	Year of getting Certification	Whether Certificate is valid as on Date

**Awards for products/Services, if any:**

S. No	Name of Certificate	Certified By	Year of	Field of Award (S/W)
-------	---------------------	--------------	---------	----------------------



			<b>getting Certification</b>	<b>development Consultancy etc.)</b>
Name, address and Telephone Number [Office, Residence, Mobile] of the Contact Person to whom all References shall be made regarding this tender:				
Telephone:		Office:		Residence:
Mobile:		Fax No.:		E-mail:
Place:			Signature:	
Date:			Name:	
Seal				Company
<b>Note:</b>				
1. In-adequate information could lead to disqualification of the bid.				
2. All items should be supported by proper documents.				

**DETAILS OF MANPOWER EXCLUSIVELY ASSOCIATED WITH THIS PROJECT**

(To be furnished on a separate sheet for each employee)

**NAME OF THE FIRM:**

.....

**Name of the staff and Designation:-**

**Date of Birth:-**

**Professional Qualification :-**

**Key Assignment handled in past 3 years :-**

S.No.	Name	Date of Birth	Professional Qualification	Key Assignment handled in past 3 years
1				
2				
3				
4				

Date: .....

Name of the Bidder: -

Place: .....

Signature: -

Seal of the Organization

**Note:-**No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

**PERFORMANCE STATEMENT**

Bid No. .... Date of opening.....

Name of the Firm.....

**Details of Past Contract similar to this Contract**

S No	Name and Address of the client with Tel. No.	Contact Person And Contact NO.	Nature of Job	Number Of Sites	Total Value of The Contract (In Rs.)	Date of completion of contract		Penalty imposed by clients if any
						As per Contract	Actual	

(Separate pages may be taken to elaborate the projects undertaken).

**Note: -** Please enclose Work-orders along with Completion Certificates / Client's Testimonial given by concerned organizations for whom the work is done.

Date: .....

Name of the Bidder: -

Place: .....

Signature

Seal of the Organization: -

**CONTRACT FORM (CF)**

AGREEMENT MADE this..... day..... of Two thousand ..... Between ..... (Hereinafter called "the Contractor") of the one part and the Director, NIH of the other part.

WHEREAS the contractor has tendered for providing RO System with Cooler and Security Grill to the NIH (hereinafter called "The Tendering Authority ") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs..... (Rupees..... only) as security for the fulfillment of this Agreement or has undertaken not to demand the 10% payment of Project value till end of 1<sup>st</sup> year from date of delivery.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the tender notice no. .... dated ..... as well in the acceptance of tender no. ....dated....., which shall hold good during period of this agreement.

Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the NIH to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the NIH.

Upon the determination of this agreement whether by effluxion of time or otherwise the said deposit shall after the expiration of \_\_\_\_\_ months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract. The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the 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.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

CONTRACTOR

Director, NIH

Witnesses

1

2

PERFORMANCE SECURITY FORM (PSF)

To:

(Name of Indenter)

WHEREAS.....
(Name of Bidder) hereinafter called "the Bidder" has undertaken Contract No..... dated, .....2016 to render services hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank Guarantee by a recognized bank or 10% contract value shall be withheld for up to 1 year from date of delivery for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of.....(Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of .....as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the.....day of.....20

Signature and Seal of Guarantors
.....
.....
.....

Date .....

Address: .....
.....
.....

## CHECKLIST

S. No	Annexure	Description	Yes / No /NA	Page Number
1	Annexure A	Specifications For Technical Offer		
2	Annexure B	Price Schedule		
3	Annexure C	Tender Offer Form		
4	Annexure D	Self-Declaration (Notarized Affidavit)		
5	Annexure E	Details Of Bidder		
6	Annexure F	Details Of Manpower Exclusively Associated With This Project & their CVs		
7	Annexure G	Performance Statement		
8	Annexure H	Contract Form		
9	Annexure I	Performance Security Form		
11	Annexure J	Checklist		
13	Others	Authorization letter from OEM attached		
14	Others	Technical/Commercial offers duly signed		
15		EMD		

Vendors are request to arrange support documents as per checklist.

(Signature of the representative)

Name:

Designation:

Name of the Company

Date: