

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH (NIPER), SECTOR 67, S.A.S NAGAR (MOHALI) PUNJAB – 160062

www.niper.gov.in

Telephone No. 2214682-87, Fax No. 0172-2214692,2230068

No. NIPER/PUR/NIQ20/ Date 29.08.2016

Subject: P/F/I/C/T of Water Cooler and allied item in Teaching & Research Block NIPER Mohali

NIPER intends P/F/I/C/T of Water Cooler and allied item in Teaching & Research Block NIPER Mohali. Detailed Tender Documents is enclosed for your reference

You are, therefore, requested to send your offer for the same.

- 1. Eligibility criteria documents along with Part-I Technical Bid {must be submitted in the Ist envelope along with Earnest Money Deposit EMD will be opened on **26.09.2016** at 3.30 PM in the presence of tenderer or their representative who may wish to present.
- 2. Price bid Part-II (to be submitted in separate envelope) of parties who qualify in the Eligibility Criteria will be opened on a subsequent date to be informed separately.

Your Tender superscribed as "P/F/I/C/T of Water Cooler and allied item in Teaching & Research Block NIPER Mohali " should reach Reception Counter in the Secretariat Building of NIPER on or before 26.09.16 upto 2.30 p.m. to be opened on at 3.30 p.m. in the Conference Room on the first floor of Administrative Bhawan of NIPER.

Note: The quotations should be submitted in two bids system only.

Yours faithfully

For Director NIPER

PART - I: TECHNICAL BID

- 1. On behalf of the Director, National Institute of Pharmaceutical Education & Research, Mohali sealed tenders are invited for **Providing Installation Commissioning of Water Cooler and allied items.** The terms and conditions of the contract which govern the contract to be made are those contained in the General Conditions of Contract applicable to the contract placed by the NIPER / GoI and the other terms & conditions detailed in this tender form and its schedules. Please submit your tenders if you are in a position to provide the requisite supplies & installation in accordance with the requirements stated in the attached schedule.
- 2. An earnest money of Rs. 8000/- (Rs. Eight payable at Mohali / Chandigarh. In no case cheques will be accepted. The tenders will not be considered if the earnest money deposit is not sent with the tenders.
- 3. Only manufacturers or their authorized distributors/agents are entitled to submit the proforma invoice/quotation. <u>Manufacturers are requested to furnish themselves the proforma invoice where enquiries have been addressed to them.</u>

Note: NIPER is an academic non-profit research Institution. You are, therefore, requested to offer maximum possible discount in the first instance.

- i) Where the equipment is composed of several subunits/components, the rate should be quoted for each subunit/component. The Institute reserves the right to increase or decrease the number of subunits/components and number of, equipment according to its requirements. The rates in ambiguous terms will render the quotation liable to rejection. The words "Not quoting" should be clearly written against any item of equipment for which the tenderer is not quoting.
- ii) The tenderer firm should furnish along with the bid a certificate that the rate quoted for the equipment mentioned in the proforma invoice is the same as is being charged for the similar items from the Director General Supplies & Disposals (India) and other Departments/ Institutions in the country.
- 4. The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render the quotation liable for rejection.
- 5. The manufacturers must guarantee that the quoted item(s) is/are new and not the one used/sold earlier.
- 6. It is specifically required that the tenderer will supply all the operating and service manuals circuit diagrams alongwith the equipment.
- 7. The successful firm or his Agent will be required to furnish a performance guarantee bond in the shape of Bank Guarantee for an amount equivalent to 10% of the equipment towards execution of supply order and ensuring timely supplies/satisfactory installation and handing over the equipment in good working conditions within stipulated period and for carrying out after sales services during warranty/guarantee period. The Bank guarantee will be submitted within a period of 15 days after the placement of the supply order failing which the order will be liable to be cancelled.
- 8. The successful firm will be required to agree for payment of penalty for exceeding permissible downtime during guarantee/warranty period as defined in **Annexure 'A'**.
 - a) In case total downtime exceeds the permissible limit, the guarantee/warranty shall be extended by the period in excess of the permissible downtime.
 - b) In case total downtime exceeds the permissible limit then in that event a penalty in Indian Rupees at the rate of 1/365 percent of value of the equipment shall be recovered for each day in excess of the permissible downtime.
- 9. If during the guarantee/warranty period, the equipment does not perform as per claims, the supplier will be asked to replace the entire unit or part thereof failing which the supplier will have to bear the cost of liquidated damages.
- 10. The compliance sheet as per **Annexure 'C'** please be filled and supplied with the quotation.
- 11. **ELIGIBILITY CONDITIONS:** The firm should have experience of performing job contract of similar nature in reputed Govt. / Semi Govt. / Govt. undertaking / University establishment and other government / private establishments. The firm must have Service Tax Registration (if applicable), Registration of Declaration of ownership under Indian Registration Act, 1908 (or any other Act, as applicable), PAN / TIN and a valid Labour License as on the date of submission of tenders. The firm should have technical competence, financial resources, reputation and the personnel, to perform this contract. **Each bidder must submit only one quotation.**
- 12. The tender must be submitted as per the instructions contained in the tender document and as per the details given in **Schedule I, II & III**. All duties, taxes and other levies payable by the bidder (other than Sales tax / VAT on the finished goods) shall be included in the item rate. Sales tax / VAT, if any, should be quoted separately.
- 13. The tenderer is being permitted to tender in consideration of the stipulation on his / her part that after submitting his / her tender, he / she will not refuse his / her offer or modify the terms and conditions thereof. Should the tenderer fail to observe and comply with the foregoing stipulations, the earnest money will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him / her, in the manner prescribed by the Institute.
- 14. The schedules I, II & III of the tender form should be returned intact duly filled up & signed (Schedules I & II in Technical and Schedule III in

Financial Bid). In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be attached with & referenced in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tender. The rates quoted by each firm for job / service in tenders be given both in words and figures failing which the same is liable to be rejected. However, in case of any discrepancy the amount quoted in words shall be treated as final and binding on the contractor.

- 15. The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership firm in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
- 16. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
- 17. In case of partnership firms, where no authority has been given to any partner to execute the contract / agreement concerning the business of the partnership, the tenders and all other related documents must be signed by each partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has the authority to bind such other & if, on enquiry, it appears that the persons so signing had no authority to do so, the Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure, if any, should be signed by the tenderer.
- 18. The quotations are to be kept in a sealed cover super-scribing on the envelope "Tenders for Providing Installation Commissioning of Water Cooler and allied items" and also "Not to be Opened before 26.09.2016". The quotations should be submitted in two bids with the following documents: EMD, firm details, turnover, experience of working with govt. departments, Service Tax Registration (if applicable), PAN / TIN details, Questionnaire as per Schedule I, etc. (Technical Bid) Schedule II & rates for providing the services in the format as prescribed in Schedule III (Financial bid). Both Technical Bid & Financial Bid shall be sealed separately in two different envelopes and should be clearly superscribed as to which envelope contains the Technical Bid and which one the Financial Bid. Both these sealed envelopes should than be sealed in a bigger envelope (outer cover). Tenders can be sent by Hand / Registered Post / Courier but the Institute will not be liable for late receipt of tenders due to postal delay or any other reasons. Cuttings or corrections in the tender document shall be verified by initializing and putting date.
- 19. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and NIPER, Mohali will not entertain any claim whatsoever in this respect. However the TDS or any other tax which is as per the rules of the Govt., shall be deducted at source from the bills of the successful tenderer, as per rules / instructions made applicable from time to time by the government.
- 27. The Director, NIPER reserves the right to reduce or increase the quantum of supplies or place repeat orders within a period of one year of date of order (on same rates and terms & conditions) or may also terminate the contract in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer. His decision shall be final & binding on all parties for any aspect of contract. Any dispute arising on the contract will be settled at his level by mutual consultation and in case of failure of settlement; the dispute shall be referred to the sole arbitrator to be appointed by him. The decision of the sole Arbitrator so appointed shall be final and binding on both parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 96.
- 28. Acceptance by the Institute will be communicated by e-mail, FAX, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX / e-mail / Express letter, etc. should be acted upon immediately. The quotation shall remain valid for a period of 120 days from the closing date of receipt of bids. The Contractor shall not sub-let the contract.
- 29. The tenderer will also have to furnish particulars relating to Income Tax clearance certificates, turnover, infrastructure status, etc.
- 30. In case of any loss or damage done to the property / existing infrastructure of the Institute attributable to the personnel of the contractor, the full damages will be recovered from the Agency / Contractor and decision of the Competent Authority of institute in this regard will be final and binding on the contractor.
- 31. Evaluations of quotations:

The Institute will evaluate and compare the quotations determined to be substantially responsive i.e., which are properly signed, and conform to the terms and conditions and specifications in the following manner.

- a. Financial Bids of only those firms may be opened who shall be declared technically qualified.
- b. The evaluation will be done excluding the sales tax. If the bidder has included the sales tax in his quotation for the item rate, it will treated as though it is exclusive of the sales tax and no down loading of sales tax will be made;
- C. The evaluation would be done for each item separately. The items for which no rates have been quoted would be treated as zero and the total amount would be computed accordingly. The bidder who has quoted for partial quantity of anyone or more items(s) would be treated as non-responsive. Purchaser will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.
- 32. Any information furnished by the bidder found incorrect at any later stage, shall make the agency liable to be debarred from future tendering / taking up the works in NIPER. The department reserves the right to verify the particulars furnished by the bidders independently.
- 33 In case of any legal dispute, the area for legal jurisdiction is Mohali.

34 <u>It is mandatory to enclosed following documents / vouchers with the tender forms which are as per the terms and conditions of the tender document:</u>

- a) Copy of firm Registration Certificate. (i.e. Proprietor, partnership or as per Co. act 1956)
- b) Duly Filled in & signed Schedule I (Questionnaire) & duly signed Schedule II & Tender document as a token of acceptance of terms & conditions and stipulated quality parameters.
- c) Copy of PAN / TIN in the name of the firm / proprietor(s).
- d) Experience details of the firm in the field of providing such services in Central Govt. establishments / Autonomous bodies of Govt. of India / Corporations of Govt. of India / reputed public or private organizations. (Desirable)
- d) Copy of Service Tax Registration Certificate (if applicable).
- e) "The Indian Agents enlisted with the Central Purchase Organisation (e.g DGS &D) .(Please attached Proof)"
- 35. In case the bidder(s) is/are of the opinion that the specification of the equipment are not generalized and favors a particular make or brand then it should intimate this Institute with relevant supporting documents.

CERTIFICATE OF GUARANTEE/WARRANTY

(This certificate may be reproduced)

- I/We certify that the guarantee/warranty shall be for a period of 12 months starting from the date of satisfactory installation, commissioning and handing over of the equipment and of works conducted therewith covered under the Supply order in working Condition. During the guarantee/warranty period I/We shall provide "after sale service" and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee/ warranty shall begin only from the date of installation, commissioning and handing over the equipment in working order. The benefit of change in dates of the guarantee/warranty period shall be in the interest of the user/your Institute.
- ii) During the warranty period, we shall provide at least three preventive maintenance visits & all breakdown services without any charges.
- Uptime Guarantee: During the guarantee/warranty period, we will be responsible to maintain the equipment in good working condition for a period of 328 days (i.e., 90% uptime) in a block of 365 days. All the complaints will be attended by us within 5 days of receipt of the complaint in our office. In case there is delay of more than 5 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime.
- iv) We certify that the equipment being offered/quoted is the latest model and that spares for the equipment will be available for a period of at least 10 years and we also guarantee that we will keep the Institute informed of any up-date of the equipment over a period of 5 years.
- v) We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- vi) We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.
- vii) We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

Date:	1. Authorised Signatory (With Seal)
Place:	

Specifications as per indent (point wise)	Compliance of the quoted model	Compliance of alternate model, if any	Remarks

Tender for Providing Installation Commissioning of Water Cooler and allied items

Full Name and address of the tenderer in addition to address and other relevant information

needed for the complete Address:

Telepho	one No.
FAX No	0.
Telegrap	phic Address
E-mail	
То	
	The Director, NIPER, Sector 67, S.A.S. Nagar (Mohali) Punjab 160 062.
specify i	I / we have read all the particulars regarding the general information and other terms and conditions of the tender for the Providing Installation ssioning of Water Cooler and allied items and agree to provide the same as detailed in schedule herein or to such portion thereof as you may in the acceptance of the tender at the rates given in schedule 'III' attached to this tender and I / We agree to hold this offer open till 120 days from the date of receipt of tender.
1.	I / we shall be bound by a communication acceptance dispatched within the prescribed time.
2.	I / we have understood the terms and conditions for the contract and shall provide the best supplies / services strictly in accordance with these requirements.
3.	The following pages have been added to and form a part of this tender The schedules I and II to accompany this tender are at page Nos
4.	Every page so attached with this tender bears my / our signature(s) and the official seal.
5.	Demand Draft No Dated of Rs drawn in favour of "The Director, NIPER" and payable at Mohali / Chandigarh is enclosed as EMD as required.
	Signature & Seal of Tenderer with dateAddress

QUESTIONNAIRE

1.	Name of the Firm / Agency	YES/NO	Page No.	Remarks
2.	Constitution of the Firm / Agency (Governing Act) a) Indian Companies Act, 1956 b) Indian Partnership Act, 1932 (please give names of partners) c) Any other Act, please specify.			
3.	For partnership firms, whether registered under The Indian Partnership Act, 1932?			
	If Yes, please state further whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender?			
	ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration?			
	iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general Power of attorney as the case may be.			
4.	Name and Full Address of the Bankers			
5.	Registration Number of the Firm			
6.	PAN / TIN of the Firm			
7.	Service Tax Registration No. (if applicable)			
8.	Whether the Firm possesses the required technical competence, financial resources, reputation and the personnel, to perform this contract, Please mention clearly.			
9	The Indian Agents enlisted with the Central Purchase Organisation (e.g DGS &D). (Please attached Proof)			

Note: The information required at serial no. 1 to 9 must be accompanied with the certified copies of the documents, and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form. All pages of tender documents & supporting documents must be duly signed by the tenderer.

Part-II (EMD Details):

- 1. Details of the Earnest Money Deposited:
- a) Amount (in Rs.)
- b) Demand Draft number with date and Bank drawn on.

Part-III (Details of Firm Representative):

1. Name and address of the firm's representative, if any, and whether the firm would be represented at the time of opening of the tenders.

Dated:	•			
Place: _		 	 	

Bidder(s) / Authorized Signatory (ies)

TECHNICAL REQUIREMENTS:

<u>Terms and Conditions for P/F/I/C/T of Water Coolers and allied items in Teaching & Research Blocks, NIPER, S.A.S Nagar</u>

1 Acceptable Makes of various items:

(a) Water Cooler : Bluestar /Voltas/ Sidwal.b) Voltage Stablizer : Deol/Packard/Shiva.

(c) Water Purifier :Eurekaforbes

d) CP Water Shower : Jaguar/ Nova/ Excel.e) Flexible Tubing PE : Eureka/Kent/ Aquafreshf) MS material : rathi/jindal/tata

Terms and Conditions : -

- (a) The work shall be on turnkey basis and will include supply, installation, commissioning and testing in complete to achieve the required parameters
- (b) Rates to be quoted regarding the various items involved should only be quoted in the BOQ format provided. No other format will be acceptable.
- (c) Conditional tenders are not acceptable
- (d) Rates should be exclusive of all statutory taxes, transit insurance etc. Carriage ,loading unloading , installation,testing charges upto site as applicable should be **inclusive** in rates up to the site of installation.
- (e) Quotations should be duly signed and stamped by the tenderers. Unsigned and incomplete tenders shall not be acceptable.
- (f) No cutting in the rates given by the agencies will be acceptable.
- g) Tenders received late shall stand rejected.
- h) Completion Time: 1 month from the date of awarded order
- i) Agencies may visit the site of installation before quoting their rates

3 Payment Terms:-

- a) 80% against supply of material , balance 10% against installation at site , balance 10% against successful commissioning and testing of 1% at site .
- b) Damage if any during transit, installation, commissioning etc as applicable shall be the sole responsibility of the Agency whom the order gets awarded.

4 Penalty conditions:-

- **a)** Non completion of the work shall invite penalty @ of 1% per week on the total vaue of order and maximum upto 2months as per the directions of Engineer- in -charge . After the said period order shall stand cancelled and no request for balance payment left if any shall not be entertained by NIPER.
- Director NIPER, SAS Nagar reserves the right to accept or reject the tender of any agency at any time during the process and execution period. All decisions of the Director ,NIPER i.e financial, administrative, legal etc related to the said work/supply shall be final and Binding on the agency /agencies participating or awarded order.

(Signature with stamp of Agency) Address of Agency : Dated :

FINANCIAL BID

BOQ for Providing & Installation of Water Coolers in Teaching & Research Blocks, NIPER, S.A.S Nagar.

S.	Item Description	Unit	Qty	Rate	Cost	
No						
1	Water cooler made up of Sheet metal material grade SS 304 , 22G duly buffed for bright/mirror surface finish with burr proof end points. Top lid- Lockable andOpenable with leakageproof arrangement Tap(cold water) - CP brass tap (push type) heavy duty (company fitted) - 2nos and full lengh water tray -SS 304 with drain provision , Condensor -copper tubing with rippled fins . Compressor - Hermetic type with suction gas cooled motor of suitable capacity with overload protector , manufacturer's company tested Refrigerant - R134a/R22 Power supply-230 volts + 10%,50 Hz water inlet -1/2 " Drain connection- 1" ,dia 40mmx2metre length flexible pvc pipe Wire - 3 Core x 1.5 sqmm x 1 metrel minimum with 5amp top plug Dimensions(size range ± 5%) - wxdxh - 550x700x1500 mm (approx)					
	Cooling capacity- 150 Litres/hr					
	storage capacity- 150 litres	Nos	5			
	Acceptable makes:Bluestar /Voltas/ Sidwal					
2	Voltage Stablizer (wall mounted) made up of powder coated metal sheet and equipped with digital Ammeter and digital voltmeter, Hi cut, overload relay,MCB trip switch, ceramic wire connector, electric supply indicators voltage range- 90 to 270 V, copper wire wound, 1.5 metre 3core wire with plug top 15 amp					
	Cap - 4KVA	Nos	5			
3	P/F/I/T of water purifier with provision for control of bacterial growth in drinking water through UV(ultravoilet treatment) having inbuilt arrangement. Pre filtration unit - 250mm. (Thread Candle) Purifier - suitable for fitting with water cooler supply connection. Wire - Flexible 3 core x 1.5mm sq -1m with top plug 5 amp. Flow capacity - 03 Litre/ minute Make= Eureka Forbes -Acqua guard -Hi flow model) Warranty -01 year	Nos	5			
4	MS stand for water cooler made up of steel size 32x32x4mm and provision of SS wheels	1103				
	ϕ 50mmx25mm - 4nos, duly painted with enamelled paint to give a good finish $$ size - 550x700(±5%) approx	Nos	5			
5	CP water Shower with PVC Flexible tubing having length of 1m size - 1/2 " (As per approved sample)	Nos	5			
6	Flexible Tubing PE (white) with ss hose clamp 12mm -4nos for watercooler and purifier connections size - 12mmx6mm(ID), Working Pressure testing upto- 6 kg/cm²- (as per sample available)	Mtr	5			
		Total (Rs)				
	Taxes	@			_	
	TOTAL (Fig) Rs.					
	TOTAL (in words)Rs.					
	Note:- Terms & Conditions applicable as enclosed are acceptable					

Note :- Terms & Conditions applicable as enclosed are acceptable.

(Signature with stamp of Agency) Address of Agency :

Dated: