



Tender Notification

Supply of PERSONAL PROTECTIVE EQUIPMENT Kits and HYGIENE Kits
 Tender Number – WASHiTr/20-21/01

Water, Sanitation and Hygiene Institute (WASH Institute), is a Not-for-Profit, Non-Governmental Organization registered with Indian Trust Act vide document No.249 of 2008. WASH Institute provides Technical Assistance to National and State Governments, Training and Capacity Building, Academic Courses, Research and Advocacy (Sanitation & FSM), Grassroots Program Implementation.

As part of our COVID19 response, WASH Institute is to distribute “Personal Protective Equipment (PPE) Kits and Hygiene Kits” to frontline workers in the following districts of Tamil Nadu viz Chennai, Madurai and Dindigul and hence this tender notice for the procurement of the same.

1. Kit Details:

One PPE Kit’s specifications as below:

SNo	Particulars	Standard / Description	Quantity
1	Face shield – with custom branding	IS Code 2925:1984	2 Numbers
2	Triple layer surgical mask with elastic band	ISO 9001	1 Pack of 100 Numbers
3	Safety Gloves – with custom branding	with Nitrile Coating. EU Standard directive 93/42/ EEC.	4 Pairs

One Hygiene Kit’s specifications as below:

SNo	Particulars	Description	Quantity
1	Hand Sanitizer – 500 ml	Leading brand	1
2	Liquid Hand wash – 750 ml	Leading brand	1
3	Towel – M Size	Leading brand	1

2. Tender Details:

1. Tenders submitted shall be as a 2 part bid — 1. Technical bid and 2. Financial bid.
2. Technical Bid shall include:
 - Bidder Details Form — Annexure – I.
 - Proof for an annual turnover of Rs. 50 Lakhs — CA Certificate.
 - Copy of Certificate of incorporation /Partnership deed/HUF etc as applicable.
 - Authorisation of signatory — Articles of Association (AoA) / Board approval / Power of Attorney as to represent the bidder.
 - Proof of all statutory registrations as applicable. (IT PAN and GST Registration mandatory. Proof of exemption if any shall be provided).
 - Specification of the products with model #, brochure, technical data sheet and certificates as applicable. All items to be supplied need to be accompanied with certificate of analysis from national/international organizations/labs indicating conformity to standards.
 - Technical Compliance Sheet as per Annexure – II.
 - Acceptance of WASH Institute’s general contractual terms of reference as per Annexure – IV.
 - Proof of experience of previous supply of such above cited kit/products. Weightage shall be accorded proportionate to the years of relevant experience.
3. Financial Bid shall be submitted as per Annexure – III.
4. All the above bid documents shall be self-attested in all the pages and submitted in A4 Cover in person / by post / courier to The Procurement Officer, WASH Institute, 42, Vasant Enclave, Vasant Vihar, New Delhi – 110057. Subject on the Cover shall read “Tender documents for PPE and Hygiene Kit”.

3. Important Dates:

SNo	Event	Date
1.	Deadline for bid submission	21-October-2020 – 5:00 PM IST
2.	Date, time and place of opening of bids	23-October-2020 – 11:00 AM IST WASH Institute, 42, Vasant Enclave, Vasant Vihar, New Delhi – 110057.

4. Instructions to Bidders:

- a. The consignee address to which delivery has to be done will be mentioned in the PURCHASE ORDER/S.
- b. The Bidder should be a Manufacturer or an Authorized Dealer / Agent / Distributor / Channel Partner of the Manufacturer.
- c. The bidder shall have never been black listed by the Govt. / or the registering authority.
- d. The product requirements are on urgent basis and hence bidders must provide a delivery schedule for completion of total quantity.
- e. Amendment/Corrigendum (If any) to this tender notice shall be notified in our website only. Bidders are requested to watch this space regularly as such Amendment/Corrigendum shall not be published for wider public. In order to allow bidders reasonable time to respond to such Amendment/Corrigendum WASH Institute may, at its discretion, extend the deadline for the submission of bids.
- f. The language of the bid shall be in English.
- g. WASH Institute reserves the right to accept / reject / select one or more than one bidder and to annul the bidding process and reject any or all bids at any time prior to award of the Contract.
- h. WASH Institute reserves the right to change the quantity any time before the award or issue the award for the part numbers thereof.
- i. Statutory exemptions as per relevant guidelines shall be applicable for MSME bidders.
- j. Goods shall be delivered strictly as per the delivery schedule in the PURCHASE ORDER/S.
- k. During the bid evaluation, WASH Institute may, at its discretion, ask the Bidder for a clarification of its bid.
- l. If any Bidder wishes to contact WASH Institute on any matter related to the bid, they shall do so in writing to balamurali@washinstitute.org. If a Bidder tries to influence WASH Institute directly or otherwise, interfere in the bid evaluation process and the Contract award decision, their bid will be rejected.

ANNEXURE – I: Bidder Details Form

(On Letter Head)

Name (Cheque should be issued in favour of)	
Trade Name	
Website (If any)	
Address — Registered Office / Place of Business	Door / Survey / Street / Area / Taluk: Village / Town / City : District: State: PIN Code: Board / Contact Number: Email:
Authorised Signatory to Agreement	Name: Designation: Mobile Number: E-mail:
Nature of Services	
Years of relevant experience	
Legal entity — Individual (Proprietorship) / Partnership Firm / LLP / Company / Trust / Others (mention)	
Act, Year; under which registered (Ex: Companies Act, 1956)	
PAN	
TAN	
GSTIN	
Applicable GST HSN/SAC, Rate (%)	
Description of the above HSN/SAC	
CIN/FCRN/LLPIN/FLLPIN (Applicable for Company/LLP)	
Any exemptions applicable? If yes, please mention.	
Annual Turnover	

Authorised Signatory:

Date:

Station:

ANNEXURE – II: TECHNICAL COMPLIANCE SHEET

(On Letter Head)

(Bidder need to mention “Yes” in compliance column only when 100% compliance as per specification mentioned in ‘Kit Details’ above, else need to mention deviation specifically in remarks column. Bidder need to provide sufficient data sheets of products also to justify compliance)

Sl. No.	Particulars	Standard / Description	100% Compliance as per the Kit Specification in Page 1 above. (Yes/No)	If No, Please mention the details of Deviation. Add Remarks if any.
1.	Face shield – with custom branding	IS Code 2925:1984		
2.	Triple layer surgical mask with elastic band	ISO 9001		
3.	Safety Gloves – with custom branding	with Nitrile Coating. EU Standard directive 93/42/EEC.		
4.	Hand Sanitizer – 500 ml			
5.	Liquid Hand wash – 750 ml Refill Pack			
6.	Towel – M Size			

Authorised Signatory:

Date:

Station:

ANNEXURE – III: Financial Bid Format

(On Letter Head)

SNo	Particulars	Rate per Unit	GST	Quantity	Amount (INR)
1	One PPE Kit as per page 1			2000	
2	One Hygiene Kit as per page 1			4000	

(Add additional costs if any).

(Specify Payment Terms – Advance and Instalments).

1. The price quoted is inclusive of the custom branding of 2 logos as mentioned in the Kit details.
2. The price quoted is for providing each Kit tied/packed as one unit and ready to be distributed.
3. The Price quoted includes all costs associated with the execution of the contract including taxes, levies, duties, GST, freight, insurance etc and on door-delivery basis at Chennai, Madurai and Dindigul.
4. The Price remains valid for 90 days from the date of bid opening and during the performance period.
5. The price shall be quoted in Indian Rupees and WASH Institute shall pay in Indian Rupees.

Authorised Signatory:

Date:

Station:

Annexure IV – General Contract Terms of Reference

1. VALIDITY AND SCOPE OF WORK

This AGREEMENT shall be effective from the **Date Month Year** and remain valid till **Date Month Year**. The Scope of Work shall be as per the PURCHASE ORDER/S.

2. WARRANTY OF SERVICE

The VENDOR warrants that the quality and adequacy of services shall be as per the terms of this AGREEMENT and the PURCHASE ORDER/S. The VENDOR shall fulfil all deliverables as required by the PURCHASE ORDER/S.

3. COMPENSATION

As for performance of the obligation, WASH INSTITUTE shall pay as per the PURCHASE ORDER/S issued.

All statutory levies and taxes, if any, shall be deducted by WASH INSTITUTE from the payments to be made under the PURCHASE ORDER/S issued, for which necessary forms/certificates will be furnished.

Advances if any paid by means of the PURCHASE ORDER/S, necessary adjustments shall be made before making the final payment.

4. TERMINATION

WASH INSTITUTE can terminate this AGREEMENT or suspend its operation by giving 15 days' prior notice in writing to the VENDOR at any time. If WASH INSTITUTE is of the opinion that the VENDOR has neglected or failed to provide services as per provisions of Clause 2 above and as per the Terms of Reference, WASH INSTITUTE may terminate the AGREEMENT by giving a 7 days' notice in writing to the VENDOR. Such termination shall be without prejudice to any other rights of either Party under this AGREEMENT and all sums due to the VENDOR till the date of termination or suspension of the AGREEMENT shall become payable in full when termination or suspension takes effect.

5. ARBITRATION

The Parties hereto agree and declare that if any disputes or differences shall arise touching or concerning these presents or the interpretation thereof the Parties hereto agree to resolve such disputes and differences by mutual negotiation and failing settlement by mutual negotiation the disputes and differences shall be referred to arbitration by a sole arbitrator to be mutually appointed by the Parties. The arbitration shall take place in Madurai and all arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. Subject to the arbitration, the courts located in Madurai shall have exclusive jurisdiction for all matters relating to any dispute or difference between the Parties. Any award made by the Arbitrator shall be final and binding upon the Parties hereto and it may be enforced by the Parties hereto in the Madurai bench of the High Court of Madras by citing the same the rule of the said Honourable Court.

6. ENFORCEMENT

VENDOR agrees and acknowledges that WASH INSTITUTE may suffer irreparable injury and damage and cannot be reasonably or adequately compensated in monetary damages for the loss it may suffer as a result of a breach or violation by VENDOR of any of the obligations contained in Sections 5 or 6 hereof. Accordingly, in addition to any other remedies to which WASH INSTITUTE shall be entitled to apply to a court of competent jurisdiction for both a preliminary and permanent injunction or similar court order enjoining VENDOR from violating any of the provisions of Sections 5 or 6 hereof, and VENDOR consents to submit for this purpose to the jurisdiction Madurai bench of the High court of Madras.

7. INDEPENDENT CONTRACTOR

The VENDOR shall perform the AGREEMENT hereunder as an independent Contractor, it being agreed that nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent and it being further agreed that the position of the VENDOR and that of the VENDOR's services rendering the AGREEMENT is that of an independent contractor. It is also further agreed that all persons who are employed or engaged by the VENDOR or perform work for the VENDOR(including the VENDOR's Personnel) in connection with the AGREEMENT whether they be the VENDOR Persons, shall be deemed to be his employees and the VENDOR shall accept full and exclusive liability for the payment of all

salaries, wages, commissions and other remuneration to such VENDOR Persons including payment of all and any taxes, duties, fees and other impositions, both within and outside India.

8. TAXES

WASH INSTITUTE shall not be liable for any payments of taxes, duties, fees and other impositions levied by any governmental authority or otherwise in India in respect of any payment to be made in connection with the rendering of the Services (save and except such withholding tax applicable to such fees and deducted therefore by WASH INSTITUTE).

9. NO ASSIGNMENT

Neither Party's obligations hereunder and rights to receive payment therefore are hereby expressly declared to be non-assignable, non-delegable, and non-transferable.

10. AMENDMENT

This AGREEMENT may not be amended or modified except by a written instrument signed by both Parties hereto.

11. GOVERNING LAW

This AGREEMENT shall be governed by the laws of India without reference to the conflict of law principles and all disputes arising on any basis from or under the AGREEMENT shall be subject to the exclusive jurisdiction of the Indian courts.

12. NOTICE

Any notices required hereunder shall be in writing, sent by registered post to WASH INSTITUTE or VENDOR at their respective addresses set forth above, as the case may be.

13. SEVERABILITY

The invalidity or unenforceability of any particular provision of this AGREEMENT shall not affect the other provisions hereof, and this AGREEMENT shall be construed in all respects as if such valid or unenforceable provisions were omitted.

14. The AGREEMENT shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the AGREEMENT which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with the AGREEMENT shall be excluded.

15. Neither Party, shall be in breach of its contractual obligations or incur any liability to the other if either Party is unable to comply with the AGREEMENT because of any cause beyond its reasonable control. In the event of any such occurrence affecting either Party, that Party shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the AGREEMENT on notice taking effect immediately on delivery.

16. Defective/expired items if any supplied shall be replaced at no extra cost.

17. The VENDOR's liability in connection with the AGREEMENT and the services shall be limited in accordance with this clause. In case of any direct loss or damage to WASH INSTITUTE, occurring due to the VENDOR's negligence or fraud or other deliberate breach of duty, the VENDOR shall be liable to return the amount paid under this contract. WASH INSTITUTE also reserves the right to claim the opportunity costs from the VENDOR.