

NATIONAL INSTITUTE OF TECHNOLOGY, ARUNACHAL PRADESH

(Established by Ministry of Education, Govt. of India) Jote, ARUNACHAL PRADESH -791113, INDIA

Dr. Prases Kumar Mohanty Deputy Registrar(I/c) Website : www.nitap.ac.in E-Mail : deputyregistrar@nitap.ac.in

Fax No. : 0360- 2284972

SUBJECT: Notice inviting quotation for Supply of 200 KVA Diesel Generator Set at NIT Arunachal Pradesh.

Dear Sir/ Madam,

The Director, National Institute of Technology, Arunachal Pradesh, invites quotations for **supply of 200 KVA Diesel Generator Set** for NIT Arunachal Pradesh as per details mentioned in the **Annexure-I** (A), attached herewith. The quotation in **Double bid** is to be submitted to the undersigned on or before 30/06/2022 (1500 HRS).

Kindly read the NIQ document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the NIQ terms with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of its responsibility to fulfill its obligations under the Bid.

The Director NIT-AP will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the Purchase Order. Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive NIT-AP of the benefits of free and fair competition. Corrupt Practice means offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of this purchase execution.

In case of doubt please contact us at deputyregistrar@nitap.ac.in

Thanking you.

Yours Sincerely,

(Dr. Prases Kumar Mohanty)

INSTRUCTION TO BIDDERS

1) Mode of Bid: Quotations will have to be submitted in a Double bid.

2) Tender document:

- (i) Tender document is divided into three parts i.e. (1) Instruction to Bidders, (2) Terms & Conditions and (3) Annexure I (A), I (B), II, III, IV.
- (ii) The bid documents are not transferable.

3) Bid submission: <u>Technical Bid and Price Bid must be separately quoted as per format provided, in two separate properly sealed</u> covers and both these covers will have to be again put in to a single sealed cover:

i) In Technical Bid, the vendor must provide the followings:

- (a) Details of the technical features of the offered item in the format at Annexure I (A)
- (b) Standard Technical literature on each of the items offered;
- (c) Up-to-date Authorized Dealership Certificate on the offered products in case of dealer/s;
- (d) Details of nature and maximum period of warranty offered.
- (e) Vendor and its Service Centre detail, and TIN number as per format at Annexure III.
- (f) GST Registration Certificate must be enclosed with the quotation. Our GST No is **12AABAN3369B1Z3**.
- (g) Duly filled and signed Compliance certificate as per format at Annexure -II
- (h) An Earnest Money Deposit (EMD).

(i) List of reputed organizations/Institutions, where similar orders have been executed, if any (copies of the purchase/work orders will have to be enclosed);

ii) Price Bid must be submitted as per Annexure I (B)

iii) The seal and signature of the authorized official of firms must appear on all the papers and envelopes Submitted.

4) Important Date and Time:

- (i) Last date & time of receipt of Tender : 30.06.2022 (1500 HRS).
- (ii) Due date & Time of opening Tender : 30.06.2022 (1530 HRS).
- (iii) Venue of Bid opening :Engineering Cell Office, NIT Arunachal Pradesh.
- (iv) Late and delayed tender will not be considered. In case any unscheduled holiday occurs on the prescribed closing/opening date the next working day shall be the prescribed date of closing/ opening.
- 5) Address for correspondence: The address and contact number of the firm submitting the quotation and the Officer to whom the guotation is addressed must appear distinctly on sealed covers. Further, on sealed cover, the following are to be written:

Quotation for supply of 200 KVA Diesel Generator Set at NIT Arunachal Pradesh NIQ No.: <u>NIT/AP/EC-04 /DG-PUR/2022-23/</u>dated 10.06.2022 To, The Deputy Registrar NATIONAL INSTITUTE OF TECHNOLOGY, ARUNACHAL PRADESH Jote - 791 113, Arunachal Pradesh. From: M/s _______ Detail Address: ________ Phone No.: _______

- 6) Conditional tenders not acceptable: All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on NIT-AP.
- 7) Any query related to technical specifications and terms and conditions must be made before 7 working days of submission of bids.

TERMS & CONDITIONS

01. Rates :

Rates quoted should be on FOR NIT Arunachal Pradesh, **DOOR DELIVERY** basis, with break-ups as per details given in the format, **annexure I (B). Failing to provide as per annexure, quotation may not be accepted**.

Vague terms like "packing, forwarding, transportation etc. extra" without mentioning the specific amount will not be accepted. Such offers shall be treated as incomplete and rejected. Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the rates written in words will prevail.

02. Validity of Quotation:

Quoted rates must be valid for 90days from the last date of submission of quotation.

- 03. Warranty: The vendor has to clearly provide
 - a. Two Years On-site Comprehensive Warranty

04. Literature a must:

All the quotations must be supported by the printed technical leaflet/literature and the specifications mentioned in the quotation must be reflected/ supported by such printed technical leaflet/ literature. The model and specifications quoted should **invariably be highlighted and tag** in the leaflet/literature for easy reference.

- 05. After Sales Service: In case of imported goods, vendors should clearly state the available nearest after sales service centre and detail address in India, preferably in Arunachal Pradesh, without which their offers shall be liable for rejection.
- 06. **Dealership Certificate:** Dealers or Agents quoting on behalf of Manufacturer must enclosed valid dealership certificate of North-East region of India. (Preferably in Arunachal Pradesh)
- 07. Quality Certificates: Valid certificate to prove that the products are genuine and of International standard, as mentioned below, must be enclosed: (a) Manufacturer's certificate; (b) ISO/ISI certificate.
- 08. Earnest Money: Earnest Money Deposit (EMD) :- NIL.

09. Performance Bank Guarantee

If PO value is above Rs.5 Lakhs, the successful bidder, to whom the PO is placed, shall furnish an unconditional Performance Bank Guarantee from a scheduled Bank of India, for 10% of the Purchase Order value, within 21 days of placement of order. The format for PBG, unless otherwise approved by the competent authority, shall be as per the format enclosed at **ANNEXURE-IV**. In case of foreign purchase, the local Agent shall submit the PBG. Where the PBG is to be necessarily given by a foreign bank it shall be endorsed by its counterpart in India. Validity of the PBG, which shall be effective from the date mentioned therein, shall be *warranty period* + 2 *months*. In exceptional case or on the request of the Indenting Officer competent authority may allow starting of PBG Period from the date of installation, in which case submission of PBG valid for *warranty period* + 2 *months* may be made within 21 days from the date of installation.

(i) By submitting the PBG, the vendor is understood to have guaranteed that,

- (a) The Purchase Order (PO) shall be executed as per terms and conditions mentioned therein.
- (b) The equipment shall function satisfactorily for a period up to 60 days after the warranty period.
- (c) The equipment and components are free from poor workmanship, bad quality, and faulty designs.
- (d) The vendor shall at his/their own cost rectify/replace the defects, if any, during the guarantee period.
- (e) The guarantee is to the extent of 10% of the order value.
- (ii) Condition for invoking PBG: In case of failure to comply with the guarantees above, NIT-AP may terminate the contract / purchase order in whole or in part and forfeit the PBG. In addition, NIT-AP may, at its discretion, procure upon such terms and in such manner as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier/vendor shall be liable to compensate NIT-AP for any extra expenditure involved."

10. Delivery:

a) Time Limit: Maximum within 30 days from the date of issue of purchase order.

b) Safe Delivery: All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the package will be opened only in the presence of NIT-AP user/representative and vendor's representative. The intact condition of the package and the seal/indicators for not being tempered with shall form the basis for certifying the receipt in good condition.

c) Insurance: The supplier is to establish 'All Risk Transit Insurance' coverage till door delivery at NIT Arunachal Pradesh.

d) Part Delivery: Part delivery is not allowed.

e) Penalty Delay delivery: The date of delivery should be strictly adhered to otherwise the Director, NIT-AP reserves the right not to accept delivery in part or full.

11. Genuine Pricing:

Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to NIT/NIT-AP/Institutes and other Government Organization. Copy of the latest price list for the quoted item, applicable in India, must be enclosed with the offer.

12. Conditional tenders not acceptable:

All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on NIT-AP.

13. GST Inward Permit & Entry Tax:

(a) GST Inward Permit: GST Inward Permits (Waybills) shall be issued as applicable for delivery of materials against receipt of Final Invoice/ Bill.

14. GST:

- (a) Up-to-date Sales Tax clearance certificate, GST Registration Certificate indicating also the GSTIN number of the firm must be clearly mentioned in the quotation, Certificates must be enclosed.
- (b) GST Deduction at source as per Order/notification of the Govt. of India will be applicable.

(c) GST No of NIT Arunachal Pradesh is 12AABAN3369B1Z3

(d) HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.

15. Late and delayed tender:

Late and delayed tender will not be considered. In case any unscheduled holiday occurs on the prescribed closing/opening date the next working day shall be the prescribed date of closing/opening.

16. Payment to Local supplier:

- (a) 100% Payment within 45 days from the date of successful delivery, installation and commissioning/ acceptance of goods at NIT Arunachal Pradesh.
 - OR
- (b) 90% Payment against delivery and 10% payment after successful installation and/ or commissioning of the ordered goods at site.

Please note as per Institute's norm advance payment is not allowed for indigenous purchase.

17. PENALTY FOR DELAYED DELIVERY:

In case of supply order for the scientific equipment's/ apparatus, the date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning i.e. after the expiry of the period as agreed by both the parties, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10% (ten percent) as detailed below:

@1% up to one week;
@2.5% up to two weeks;
@5% up to three weeks;
@10% for four weeks and above

For the purpose of this clause, part of the week is considered as a full week. In case of delayed delivery, the Director, NIT Arunachal Pradesh reserves the right not to accept the subject consignment.

- 18. Enquiry during the course of evaluation not allowed: No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (NIT Arunachal Pradesh) can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full cooperation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.
- Acceptance of quotations: The acceptance of the quotation will rest solely with the Director, NIT-AP, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reasons.

20. Force Majeure:

If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- I) any law, statute or ordinance, order action or regulations of the Government of India,
- II) Any kind of natural disaster, and
- III) Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.

21. Termination for default: Default is said to have occurred

- (a) If the generator or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- (b) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by NIT-AP.
- (c) If the supplier fails to perform any other obligation(s) under the contract.

(d) Under the above circumstances NIT-AP may terminate the contract / purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, NIT-AP may at its discretion also take the following actions: NIT-AP may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate NIT-AP for any extra expenditure involved towards goods and services obtained. Besides, the Director, NIT-AP, reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor.

22. Applicable Law:

(a) The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Competent Court and Forum in Arunachal Pradesh or India only.

(b) Any dispute arising out of this purchase shall be referred to the Director, NIT Arunachal Pradesh, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Director of the Institute. The decision of such Arbitrator shall be final and binding on both the parties.

23: ADDITIONAL TERMS & CONDITIONS: <u>The Bidders must be fulfilled the following additional terms and conditions besides the</u> <u>above</u>:

Evaluation Criteria: To ensure that each bidder has the necessary qualifications and resources to fulfill its obligations under the contract, the following criteria shall be evaluated. The Eligibility, Financial, Experience & Support criteria should be passed before the technical criteria. Technical criteria will be evaluated and ranked by the award of PASS and/or FAIL. Only the PASSED vendors will be considered for price bid. In case a joint venture makes a bid, any one of the members of the joint venture need to be qualified for each of the criteria mentioned below.

I. Eligibility Criteria

- a. All technical specifications of the quoted product(s) should be verifiable through the official website of the OEM and the data sheet available on the web site on the day of the opening of the tender will be considered as final and no further clarification will be cited in this regard. The URL links to the respective documentation should be provided.
- b. The bidder or the OEM should not be blacklisted by NIT-AP or any other Educational / R&D/ PSU/ Govt. organizations. A certificate or undertaking to this effect must be submitted.
- c. The principle manufacturer of Generator must have an authorized service support establishment in North-East region of India. (Preferably in Arunachal Pradesh)

Note: The bidders should provide sufficient documentary evidence to support the eligibility criteria.

II. Experience Criteria

- a. Details of minimum of two (2) contracts successfully completed by the bidder within the last three years, each of value not less than Rs.10 Lac (Rupees ten Lakh only), and in which the quoted items is at least 80%, shall be provided, with addresses of purchasers. There shall be no objection by the bidder if references are made to such users by the purchaser, and any negative references so obtained may be grounds for the purchaser to reject the Bidder.
- b. The Bidder, or the subcontractor from whom the bidder is sourcing, must have a previous experience of successfully supplying minimum 2 orders of the listed items in the Purchase Order intended to be quoted against this tender in a single year for each of the last 3 years (may also include the current year). The purchaser's reserves the right to reject a bid as non-responsive if it does not fulfill the minimum Experience Criteria as detailed above.

III. Support Criteria

- a. The Bidder must have their own service centre / support infrastructure located in North-East region of India. (Preferably in Arunachal Pradesh) (Documentary evidence valid Service Tax Registration should be submitted). Also, the bidder should provide the documentary evidence of providing service support to NIT-AP/any other Educational / R&D/ PSU/ Govt organizations in Arunachal Pradesh region.
- b. The Bidder must have experience of supply and maintenance facilities and must have qualified support staff and resident engineers that can provide maintenance support for the hardware and software items concerned and all the items quoted must be covered by these facilities. List of spare items should be mentioned in the quotation and shall be stored in Arunachal Pradesh. Similarly, all partnerships for maintenance shown as part of the above qualifying criteria must be in existence before the publication of this tender. Documentary proof of this must be provided. The purchaser reserves the right to reject a bid as non-responsive if not satisfied with the level of support as detailed above.

IV. Manufacturer's Authorization Certificate:

a. Principle manufacturer can submit only one bid either directly or through any one of their system integrator. The bidder can submit bid for only one principle manufacturer. Only one solution from each bidder would be accepted. The OEM should authorize the bidder to participate in the quote.

V. Technical Criteria

The bidder should provide the standard technical literature (not photocopies) on the subject offered with dealership certificate of the offered product(s). The offers which do not meet the NIQ required technical specifications will be summarily rejected, from any further consideration. The bidder has to provide the details Bill of Materials (BOM). Technical bids will be evaluated and ranked by the award PASS & FAIL. The price bids of PASSED vendors would then be considered by the concerned Purchase Committee of the institute.

VI. Locations for the Supply, Installation & Warranty Services

The Genearator as described in NIQ must be supplied, installed and commissioned at NIT Arunachal Pradesh, Jote – 791 113. Any document related to Exemption of Tax etc. will be provided by the institute to the vendor.

VIII. After Sales Service Guidelines:

The awarded vendor has to sign on the After Sales Service Guidelines described below:

(Dr. Prases Kumar Mohanty) Deputy Registrar

ANNEXURE -I (A)

Technical Specification

SI.	Description of Item/s	Qty
No.		
	Diesel Generator Set-	
01	Kva Rating- 200	
	Kw Rating- 160	
	Voltage – 415	
	Frequency- 50 Hz	
	Phase- 3	(Ono)
	Power Factor- 0.8 lag	(One) Set
	Rated Speed- 1500 RPM	001
	Cooling Type:- Liquid Cooled	
	HP:- 248 as per ISO 3046	
	No. of Cylinder:- 6	
	Control Panel:- Manual	

ANNEXURE -I(B)

FORMAT FOR FINANCIAL BID

Name of Equipment: : Supply of 200 KVA Diesel Generator Set at NIT Arunachal Pradesh

S.N.	Description of item quoted	Qty	Price
	Basic I	Price (Ex work)	
	GST	(as applicable)	
	Grand total on door delivery a	at NIT-AP, Jote	

Sign.	·
Vendor	: M/s

Official seal of the vendor

ANNEXURE -II

<u>COMPLIANCE CERTIFICATE</u> (A certificate of compliance to NIQ term to be enclosed)

Certify that we have carefully examined the NIQ terms and fully understood its implications and do hereby agree to comply with all the terms, and hereby submit this compliance certificate.

SI. N	No. General Terms and Conditions	Yes / No
1.	Details of the technical features of the offered equipment vis-à-vis NIQ specification	
2.	Rates quoted as per instruction	
3.	Standard Technical literature on each of the items offered	
4.	Warranty period agreed	
5.	Validity period of quoted rate agreed	
6.	EMD submitted (as applicable)	
7.	Tender Fee Submitted.	
8.	PBG term agreed	
9.	Delivery terms agreed	
10.	Certificate of Up-to-date Sales Tax clearance, GST Registration Certificate provided	
11.	Payment term agreed	
12.	Penalty clause for delay agreed	
13.	Literature- Printed Literature with highlight and tag on the quoted item provided	
14.	Manufacturer/Authorization certificate submitted	
15.	Quality certificate as claimed submitted	
16.	After Sales Service term agreed and detail address & contact provided	

Sign. :.... Vendor : M/s.....

Official seal of the vendor

ANNEXURE-III

BIDDERS DETAIL

SI. No.	Name of the company/Firm	To be filled by vendor (Documentary Proof must be attached as applicable)
01	Registered office Name & Address Details of contact person Name designation Telephone number e-mail	
02	Name & Address of service centre in Arunachal Pradesh city Contact person/s Name designation Telephone number e-mail Details with contact no. of staff who will be involved in this project.	
03	Is the company/firm a registered company/firm? If yes, mention year and place of the establishment of the company and submit documentary proof.	
04	Is the company/firm registered for GST? If yes, submit valid registration certificate.	
05	List the major clients with whom your organization has been associated and submit documentary proof/PO	

Note: Document/s if attached to the NIQ compliance Certificate the same may be referred to in the remark column above

Sign.	1
Vendor	: M/s

Official seal of the vendor

ANNEXURE -IV

PERFORMANCE BANK GUARANTEE

To:

The Registrar, National Institute of Technology, Arunachal Pradesh- 791 112

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

This guarantee is valid until theday of 20.....

Signature and Seal of Guarantors

Address:	Date20

All correspondence with reference to this guarantee shall be made at the following address:

The Deputy Registrar National Institute of Technology, Jote- 791 113, Arunachal Pradesh.

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