

No. 10(66)/2009-NICSI

**NATIONAL INFORMATICS CENTRE SERVICES INC.
(NICSI)**

(A Government of India Enterprise under NIC)

6th Floor, Hall No. 3, 15 NBCC Tower,
Bhikaiji Cama Place, New Delhi – 110066.
Tel – 2610 5054, Fax - 26105212



Tender No. NICSI/DG-SETS/2009/51

**(Limited Tender)
Tender Document**

For

**SUPPLY, INSTALLATION AND COMMISSIONING OF 5KVA DIESEL DG SETS
AT
43 SUB REGISTRAR OFFICES OF MEERUT & LUCKNOW DIVISIONS
UNDER
IG STAMPS & REGISTRATION DEPARTMENT,
GOVERNMENT OF UTTAR PRADESH PROJECT.**

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TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF 5KVA DIESEL DG SETS AT 43 SUB REGISTRAR OFFICES OF MEERUT & LUCKNOW DIVISIONS UNDER IG STAMPS & REGISTRATION DEPARTMENT, GOVERNMENT OF UTTAR PRADESH PROJECT.

A. INTRODUCTION

National Informatics Centre Services Incorporated (NICSI), set up in 1995 as a Section 25 company, is a corporate extension of National Informatics Centre (NIC), Department of Information Technology, Ministry of Communication and Information Technology, Government of India and NICSI specializes in procurement, installation, commissioning and maintenance of the state-of-the-art Video conferencing and services, KU Band VSATs, Computer Hardware, & Software along with extensive consultancy services and other IT related services like Application Software Development, Network Installations, Operations Management Service *etc* at most competitive prices. NICSI also specializes in providing value added services like internet, Email, Bulletin Board Service & Access to international database. NICSI is one of the leading organization in India selling VSATs and & Video Conferencing Equipment & Services. NICSI also have strategic alliances with leading VSAT, Video conferencing, Networking & Software solutions providers of the world. . NICSI has been successful in providing total IT solutions to its clients mainly from Central Government, State Government and PSU's. Following Govt. procedures, NICSI has been able to supply to its clients the best quality computer hardware at the most competitive prices. NICSI has supplied a variety of softwares at most competitive prices to its users. NICSI has to its credit a number of networking and software development projects.

NICSI invites limited sealed bids, valid for 60 days from the date of opening from the original diesel generator manufacturers, Authorized Dealers/supplier, Cooperative Society for the supply, testing, installation and commissioning of diesel generators of capacities 5KVA with Canopy & AMF Panel as per annexure-I

B. IMPORTANT DATES

The tender document is primarily meant for Diesel Set Manufactures / Authorized Dealers/supplier those are having registered office in Uttar Pradesh or State Government Cooperative Agencies those are capable to serve this project, the following are the important dates with regards to this tender.

IMPORTANT TIMELINES

Date of sending of Tender	18.01.2010
Seek clarification start date	18- Jan 2010
Seek Clarification end date	29.01.2010
Pre-bid Meeting:	02.02.2010 at 11:30 Hrs at National Informatics Centre, Services Inc., Hall No. 2 & 3, 6 th Floor, 15 NBCC Tower, 15 Bhikaji Cama Place, New Delhi
Bid submission date	08.02.2010 up to 15:00 Hrs.
Opening of Tender Bids (Eligibility & Technical):	08.02.2010 at 15:30 Hrs

SECTION - 1

SCOPE OF WORK

A. The bidder or should ensure the following to supply, installation & commissioning the 5KVA DG Sets in good running condition for the minimum five years from date of delivery -

1.1 DG Sets Specifications -

- 1.11 The bidder shall deliver and install the DG Sets as per specifications given in the Annexure-I with one year comprehensive warranty on site from date of installation and commissioning of DG Set.
- 1.12 The installation includes making of required concrete platform (minimum 9 inches or higher as per requirement) near the centre, input output cable up to Electrical distribution board of the respective centre in SRO offices. The DG set will be installed on the platform only.
- 1.13 The bidder shall also carry out earthing (minimum 2 GI earthing for 5 KVA DG Set and in each earthing the earth resistance should be proper for smooth functioning of DG set for IT equipment. The bidder will arrange the earth tester (e.g. Megger earth tester) and mention the resistance in the DG Set installation report.
- 1.14 The bidder shall also carry out minimum 3 free services during warranty period for which the consumable shall be replaced by the bidder at the time of servicing without any additional cost.
- 1.15 The bidder shall also have to train two person at Each SRO office for proper functioning and upkeep of DG Set.

SECTION – 2

ELIGIBILITY CRITERIA

- 2.1 Only OEM / Authorized Supplier / Authorized Dealers / Cooperative Societies can apply for supply of 5 KVA DG Sets with Canopy & AMF Panel.
- 2.2 The bidder should have the registered office in Uttar Pradesh and have good Service Network of OEM of quoted DG Set in Uttar Pradesh.
- 2.3 The bidder should have their own facilities or have their registered Dealers / Suppliers of quoted DG Set in Uttar Pradesh to supply & install the DG Sets. They cannot sublet the work to any other agency / partner.
- 2.4 The delivery, installations and the services during the warranty period should be fully owned by the Manufacturer / authorized Supplier & Dealer and managed by their employees.
- 2.5 The bidder's average turnover should be more than Rs. 50 Lacs for the last three financial years (e.g.2006-2007, 2007-2008, 2008-2009). Attach original certificate from the Chartered Accountant or copy of balance sheet.
- 2.6 The bidder should have a valid VAT/ST/CST, service tax registration number and a PAN allotted by the Income Tax authorities.
- 2.7 The bidder should not have been black listed / litigation by / with any of the Central / State Governments and their institutions in India for the last five years. (Please attach a self-certificate as per Annexure-D).
- 2.8 Annual sales turnover should be:
Engine OEM: 300 (three hundred) crores.
Alternator OEM: 50 (Fifty) crores.
Bidders should submit audited balance sheet for all the above to substantiate their claim.

Note: Documentary evidence for all above and an authorization letter as per Annexure-II from OEM/manufacture for warranty support and minimum 4 years AMC support after warranty should be enclosed falling which the bid may be rejected.

3.1 Bidders are advised to study the Bid Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in the rejection of the bid.

3.2 **Documents to be submitted along with the Technical Bid:** The Technical Bid submitted by the bidder should not contain any price information regarding the items/services included therein and it shall comprise of the following technical-support documents to be enclosed with the bid: -

- a. Complete details of bidder's full postal address along with phone/e-mail/fax of contact person.
- c. Attested copies of Articles of Association (in case of Registered firm), Bye-laws and certificates for registration (in case of registered co-operative societies), partnership deed (in case of partnership firm), proprietor/constituted attorney (in case of sole Proprietor) should be submitted along with Technical bid.
- d. **Earnest Money Deposit (EMD)** : The technical bid must be accompanied by the following EMD as per given in following table in the form of a bank draft favoring "National informatics Centre Services Inc.," payable at New Delhi, issued by a Nationalized/Scheduled Bank. The Earnest money Deposit will be refunded without any interest immediately after the finalization of financial bid.

S.No.	EMD in Rs.	EMD (in Words)
1.	2,00,000	Two lacs only

- e. Any other technical support/supplementary information that the bidder feels may help in better evaluation of their offer.
- f. Alterations if any in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.
- g. Printed terms and conditions of the bidders will not be considered as forming part of their Bid.
- i. Printed conditions mentioned in the tenders will not be binding on NICS/NIC/User. All the terms and conditions for the empanelment, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions will be acceptable.
- j. Documents in support of the eligibility criteria 2.1 to 2.8 should also be attached with the technical bid falling, which the bid may be rejected.
- k. Each and every page of technical bid should be signed with page number.
- m. NICS will not be responsible for any delay on the part of the tendered in obtaining the terms and condition of the tender notice of submission of the tender bids.

3.3 **Documents to be submitted along with Bid**

a) The Financial bid will have the same format as per the annexure-F. Prices should be in Indian Rupees and all-inclusive with taxes.

b). Documents Comprising the Bids

The bids prepared by the bidder shall comprise of the following components:

- (1) Technical Bid comprising of the following:
 - i. Technical Bid (Annexure – A)

3.6 Last date for receipt of bids and tender opening

- a. The last date for receipt of Technical Bids and Financial/Commercial Bids is at **15:00 Hrs of 08.02.2010**. The bids will be opened on **08.02.2010 at 15:30 Hrs.** at NICSI, New Delhi
- b. Only one representative per tender/vendor would be permitted to be present at the time of opening the tender and pre-bid meeting.
- c. Bids must be received by NICSI at the address specified above not later than the time given above. In the event of the specified date for the receipt of Bids being declared a holiday for the NICSI, the Bids will be received up-to the appointed time on the next working day. Any bid received by NICSI after the last date for receipt of bids prescribed by NICSI, pursuant to above Clause, will be declared late and will not be accepted and /or returned unopened to the bidder.

3.7 Bid validity

All the Bids must be valid for a period of 60 days each from the date of their opening. However, the prices should be valid for a period of at least one year from the date of empanelment.

3.8 Evaluation and comparison of bids

- a. **Technical Evaluation Committee** - A duly constituted Technical Evaluation Committee (TEC) will evaluate on eligibility criteria and the quoted DG set on the basis of technical parameters and features offered in the technical bids. The TEC may call the bidders representatives for detailed technical discussions, clarifications, if required. The names of technically evaluated bidders as per above criteria will be announced to only those short listed bidders whose technical bids will qualify for evaluation of DG set.

The short listed Bidders may be asked to offer 5 KVA DG set as per specifications set out in the annexure-I, along with their own test and measuring instruments and the 0.8 p.f. load for demonstration/ evaluation at NICSI HQ or any other site as may be finalized by NICSI, as per schedule to be intimated to them. Alternatively TEC may visit the bidder's premises for technical evaluation, if required. During Technical Evaluation the quoted product shall be physically verified for the required tender specifications, tested for reliability, functionality, efficiency and other features as decided by the TEC. In case the bidder fails to offer the quoted products for evaluation within the prescribed limit given by the NICSI for evaluation, the bid shall be rejected. In case TEC decides to inspect the items at Bidder's/OEM's premises, the expenditure on travel etc. will be borne by NICSI.

In their own interest the bidders are advised to ensure that the quoted DG sets offered by them for evaluation confirm to all tendered technical parameters/specifications and are functional. Quoted DG set brought/ produced for evaluation not meeting complete tender specifications or lower in specification will not be considered for evaluation.

- b. Based on the technical evaluation, bidders will be short listed further and the names of short listed bids qualify for opening the Financial/Commercial bids. The Financial/Commercial bids of only the bidders short listed from the technical bids will be opened in the presence of their representatives on a specified date and time to be intimated to the respective bidders; and the same will be evaluated by a duly constituted Financial/Commercial Evaluation Committee (FEC).
- c. THERE WILL BE NO NEGOTIATIONS REGARDING THE FINANCIAL/COMMERCIAL BIDS.
- d. Complete clause-by-clause compliance statement for the tender specifications is to be provided for both technical specifications and commercial terms & conditions, with documentary evidence support as applicable. The compliance statement is to be categorical and self-explanatory. Usage of vague terms like 'noted' shall lead to rejection of the bid. The compliance statements should be supported by authentic documentation.
- e. **Clarifications** - NICSI may call any bidder to seek clarifications as may be necessary for proper evaluation of their Bids, for which the bidder can not expect any compensation. Also seeking clarification does not amount that the bid has been found in order.
- f. For the purpose of selecting the lowest bidder (L1) the following criteria would be applied as mentioned below.

LI bidder will be selected as per lowest price offer for supply, installation & commissioning of 5 KVA DG Sets against point G of Annexure-F i.e. Total cost of DG Set.

NICSI would ensure that the bids, of bidders quoting incredibly low value of items with a view to subverting the tender process, will be straightaway rejected and their EMD may be forfeited. NICSI would like to keep one bidder on the panel.

- h. **Revised Financial Bids** - However, if NICSI considers necessary, **'Revised' Financial Bids can be called for from the technically short listed bidders, before opening the original Financial Bids.** In that case, the revised bids should not be higher than the original bids, otherwise the Financial Bid of the bidder shall not be considered for further processing.
- i. Any effort by a Bidder to influence NICSI's bid evaluation, bid comparison or empanelment decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- j. Price error will be rectified on the following basis. If there is a discrepancy between the unit price in figures and the price mentioned in words, price mentioned in words shall prevail and the unit price will be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and EMD forfeited.
- k. **Decision Final** - The decision of NICSI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to bring pressure of any kind shall disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding in NICSI tenders in future for a period of three years.
- l. NICSI shall however not bind itself to accept the lowest and/or any bid and reserves the right to accept and/or reject any bid, wholly or in part.
- o. NICSI will process the tender as per NICSI's standard procedures. It however, reserves the right to reject any tender without assigning any reason. NICSI would not be under obligation to give any clarification to those bidders whose tenders have been rejected.
- p. NICSI may waive off minor non conformity in the offer of bidder.

3.9 Empanelment

- a. A formal empanelment letter will be issued to the finally selected bidder.
- b. **The empanelment will be valid for a period of one year for this project only.**
- c. NICSI may at any time terminate the empanelment by giving written notice to the selected Bidder, without compensation to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- d. NICSI may by written notice sent to the selected Bidder, terminate the work order and/or the empanelment, in whole or in part at any time of its convenience. The notice of termination shall specify that termination be for NICSI's convenience, the extent to which performance of work under the work order and /or the empanelment is terminated, and the date upon which such termination becomes effective. NICSI reserves the right to select:
 - i) To have any portion completed at the work order and/or the empanelment terms and prices and/or
 - ii) To cancel the remainder and pay to the selected Bidder an agreed amount for partially completed Services.
- e. In the case of Tenderers whose tenders are not considered for empanelment, the Earnest Money Deposit will be refunded without any interest immediately after the final decision for empanelment. In the case of tenderes whose tenders are accepted for entering into empanelment , tenderer will give **Security Deposit of Rs. 2,00,000/- (Rupees Two lakhs only)** . Earnest Money Deposit will be refunded on receipt of Security Deposit from the tenderer. Security Deposit will be in the form of Bank Guarantee (BG) drawn in the name of National Informatics Centre Services Inc. , 6th Floor, Hall No : 3, 15, NBCC Tower, Bhikaiji Cama Place New Delhi - 110 066 valid for a period of two(2) years. B.G. have to be renewed for such further periods till satisfactory completion of empanelment and satisfactory services as per the empanelment has been provided by the bidder for all the quoted work, and there after

the Security Deposit will be returned to them . No interest will be payable for the Security Deposit. If the tenderer is not able to execute the empanelment completely within the specified period, the Security Deposit will be forfeited in full.

- f. If the selected bidder is not able to fulfill its obligations under the empanelment, which includes non completion of the work, the NICS I reserves the right to accomplish the work through another bidder. Any costs, damages etc. resulting out of the same shall have to be born by the selected bidder from their security deposit or future payment. NICS I may also consider defaulting bidder from the panel / NICS I tenders.
- g. The selected bidder shall not outsource the work to any other associate/franchisee/third party under any circumstances. If so happens then NICS I shall impose sanctions which shall include: forfeiture of the security deposit, revocation of bank guarantee and termination of the empanelment by default.
- h. The selected bidder shall indemnify NICS I against all third party claims of infringement of patent, trademark/copyright arising from the use of the supplied services or any part thereof.
- i. The selected bidder shall not, without NICS I's prior written consent, disclose the Empanelment, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of NICS I in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Empanelment. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance
- j. The selected Bidder shall perform the services and carry out its obligations under the Empanelment with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective methods. The Bidder shall always act, in respect of any matter relating to this Empanelment, as faithful advisors to NICS I and shall, at all times, support and safeguard NICS I's legitimate interests
- k. The selected bidder automatically agree with NICS I for honoring all aspects of fair trade practices in executing the purchase orders placed by NICS I
- l. In the event the Bidder's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with NICS I, should be passed on the compliance by the new company new Division in the negotiation for their transfer.
- m. The empanelled bidder will automatically agree honoring all aspects of fair trade practices in executing the purchase orders placed by NICS I or by organizations supported by NICS I by responding to this tender.
- n. These supply & installations of DG Sets is required for important time bound projects of the **Government of Uttar Pradesh** being executed by the NICS I. Therefore bidder should be able to support the installations/maintenance of DG Sets as per the schedule mentioned in the purchase order.
- o. The performance of the panel bidder will be closely monitored during validity period of the panel, which is one year from the acceptance of the prices. NICS I will prepare a bidder performance Index (VPI). The VPI will be used by the NICS I for consideration with regard to extension of the validity of the panel.

3.10 Pre-delivery Inspection and Acceptance of Items

- a. The DG Set must be offered in full as per ordered configuration for testing and acceptance. No DG Set with short supply or with different technical specifications shall be accepted for conduct of acceptance testing under any circumstances. The acceptance tests will include the verification of specifications of ordered DG set, functional testing and reliability test. The DG set must give same performance results as shown during initial demonstration/evaluation tests. **The delivered items, in addition to meeting the performance results as per evaluation tests**, should also contain the same sub-component (Brand/Manufacturer), design and shape as were given at the time of initial evaluation tests. Failure to fulfill any of the above-mentioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit.

- b. The schedule for acceptance testing dates shall be provided **at least 20 days before the last date of delivery**. This needs to be strictly followed.
- c. Normally, testing and acceptance of the generator set will be done at the bidder's premises where it will be tested as per ordered specifications. NICS/NIC reserves the right to reject any DG set, if found unsuitable and / or not conforming to the approved / tender specifications. The rejected DG set, if any, shall have to be taken back and replaced by good DG set forthwith at the cost of the vendor. No payment will be made for rejected DG set. The DG sets which are accepted after testing should be packed and then sent along with the packing list giving serial numbers and part numbers of all possible items and copy of the acceptance test report to the actual sites of installation & commissioning. NICS/NIC will have the option to test and accept an item at user's premises in case of emergency situations.

3.11 Payment terms

(1) The payments against the supply and installation/commissioning of DG sets would be released after satisfactory supply and installation/commissioning of DG set and completion of work duly certified by NIC DIO/Coordinator or NICS/NIC Coordinator or SIO- representative as per PO. A pre-receipted bill shall be submitted in triplicate in the name of **"Inspector General, Stamps and Registration, Allahabad, UP A/c NICS, New Delhi-66"** or whichever is mentioned in the PO along with Proof of Deliver(PoD), Installation/Commissioning report, testing report duly signed by authorized person and a bank guarantee of 8.5% of P.O. value in favour of NICS, New Delhi with a validity period 18 months from date of issue.

(2) The payments would be subject deduction of penalty for delay of doing the supply & installation of DG Sets as stipulated in the penalty clause of this tender document.

(3) All payments will be made subject to TDS(Tax Deduction at Source) as per Income-Tax Act 1961 and other taxes , if any, as per Government of India rules.

3.12 Service Assurance/Penalty

The empanelment shall be under the following service assurance for the entire validity period.

- a. If the Supply & installation work of the DG Sets is delayed beyond 45 days(completion time of P.O.) , penalty @ 0.2% per day of P.O. value, for up to 30 days will be deducted from the defaulting bidder and after that NICS/NIC may get the work done from alternate sources at the cost and risk of the defaulting bidder. If the Supply & installation work of the DG Sets is delayed for value equal and less than 10% of PO value, then penalty will be applicable on delayed items only.
- b. During the period of one year from the date of completion of installation/commissioning work, If the DG Set is not giving proper performance & have any defect, The bidder shall repair the set within 7 days at the actual site only after the complaint receipt date without any additional cost falling which the penalty 0.2% of per site DG Set charges per day subject to maximum 30 days will be deducted either from security deposit/bank guarantee/pending bills or by raising claims for the rectification of problem in DG Set of that particular location after that NICS/NIC will get the work done from alternate source at cost and risk of defaulting bidder.
- c. All the complaints/ calls completed by bidder as per clause no. 3.12(b) above, should be duly certified by respective Sub Registrar or DIO/SIO or /NIC/NICS/NIC Coordinator.
- d. If there is site issue against any P.O. in the installations/commissioning of DG Sets, a certificate regarding site problem is required from the respective Sub Registrar Office /DIO of concerned district or SIO. The penalty will not be applicable against such sites and payment will be released against the such P.Os. after deducting the charges of problem sites and penalty will be deducted on remaining amount of P.O. , if applicable for balance sites. However , the empanelled bidder has to install/commission the DG set within 15 days after getting the site ready information from NIC/NICS/NIC/User failing which the penalty as per clause no. 3.12(b) shall be applicable.

3.13 Termination for Insolvency

NICSI may at any time terminate the empanelment by giving written notice, without any compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent.

3.14 Force Majeure

- a. Force majeure clause shall mean and be limited to the following in the execution of the empanelment placed by NICSI :-
 - War / hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the bidders, which prevent or delay the execution of the order by the supplier.
- b. The agency shall advise NICSI in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NICSI reserve the right to cancel the empanelment without any obligation to compensate the supplier in any manner for what so ever reason.

3.15 Termination for default

- a. Default is said to have occurred
 - If the agency fails to execute any or all of the works within the time period(s) specified in the empanelment or any extension thereof granted by NICSI.
 - If the agency fails to perform any other obligation(s) under the empanelment.
- b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NICSI (or takes longer period in spite of what NICSI may authorize in writing), NICSI may terminate the empanelment in whole or in part. In addition to above, NICSI may at its discretion also take the following actions
 - NICSI may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting agency shall be liable to compensate NICSI for any extra expenditure involved towards goods and services to complete the scope of work in totality.

3.16 Arbitration

NICSI and the agency shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in New Delhi, India.

3.17 Applicable law

The empanelment shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

3.18 Miscellaneous

- a. In the event of any dispute or difference arising under these conditions or any special condition of empanelment in connection with this empanelment, the same shall be referred to Chairman, NICSI for final decision and the same will be binding on all parties.
- b. Any other terms & condition, mutually agreed to prior to finalization of the order/ agreement shall be binding on the supplier.

3.19 Termination of Empanelment

Where an existing empanelment with the bidders has to be terminated before the completion of the work, the procedure for replacement of bidders will be decided by NICS.

TECHNICAL BID

BID PARTICULARS FOR TENDER No. :

1. Name of the Bidder :

2. Address of the Bidder :

i. Telephone :

ii. Fax :

iii. Mobile :

iv. E-mail :

3. Bidder's proposal number and date :

4. Name & address of the contact person :
To whom all references shall be
Made regarding this tender

Mobile :

Telephone :

Fax No. :

E-mail :

Witness :

Bidder :

Signature

Signature

Name

Name

Address

Designation

Company

Date

Date

Company Seal

**BID Letter
(Technical Bid)**

To

**The Managing Director
National Informatics Centre Services Inc.,
Hall No. 3, 6th Floor, NBCC, Tower
15, Bhikaiji Cama Place
New Delhi-11066.**

Ref : Tender No..... dated

Subject: Proposal for Supply & installation work of the 5 KVA DG Sets in 43 SRO Offices at Lucknow & Meerut Divisions of Uttar Pradesh .

Sir,

We, the undersigned Bidder, having read and examined in detail the specifications and all the bidding documents do propose to provide the Services as specified in the bidding document no.

That we are equipped with adequate hardware/manpower and other facilities required for providing services .

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents.

All the prices and other terms and conditions of this proposal are valid for a period of 60-calendar days from the date of opening of the Bids.

We are an Indian firm and do hereby confirm that our Bid prices include all taxes, levies, octroi etc.

Bid Security (Earnest Money) for an amount equal to Rs. _____ is enclosed for following annexure.

S.N.	EMD in Rs. (Rs. in Figure)	EMD (Rs. in Words)	Bank draft No. & Date	Bank name
I				

We have carefully read and understood the terms and conditions of the empanelment applicable to the tender and we do hereby undertake Services as per these terms and conditions.

We declare that our prices are as per the technical specifications and bid documents. These prices are indicated in Annexure G, with our proposal as part of the commercial bid.

We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the tender document.

We enclose herewith the complete Technical Bid as required by you. This includes:

- Bid Particulars (Annexure A)
- Bid letter (Annexure B)
- Statement of acceptance of Tender Terms and Conditions (Annexure C)
- No black list/litigation certificate(annexure-D).

Certified that we are:

A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement by virtue of general power of attorney.

Or

A Company and the person signing the tender is the constituted attorney.

Or

A registered cooperative society and the tender is signed by the authorized signatory.

(NOTE : Delete whatever is not applicable. All corrections /deletions should invariably be duly attested by the person authorized to sign between us.)

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

Dated this day ___ of _____ 2010

Signature of Bidder:

Name of Bidder:

Full Address:

Details of enclosures. :1.

Telephone No.:

E-mail :

Company Seal :

STATEMENT ON ACCEPTANCE OF TENDER TERMS & CONDITIONS

To

**The Managing Director
National Informatics Centre Services Inc.,
Hall No. 3, 6th Floor, NBCC, Tower
15, Bhikaiji Cama Place
New Delhi-11066.**

Date: / / 2010

Sub: Acceptance of tender terms and condition.

Sir,

I hereby confirm that I accept all the terms and conditions of tender no. _____ of NICS I for Supply & installation work of the 5 KVA DG Sets with Canopy & AMF Panel in 43 SRO Offices at Lucknow & Meerut Divisions of Uttar Pradesh.

Signature of the Bidder
Name:
Date:
Place:
Company Seal:

**Bid Letter
(FINANCIAL BID)**

To

**The Managing Director
National Informatics Centre Services Inc.,
Hall No. 3, 6th Floor, NBCC, Tower
15, Bhikaiji Cama Place
New Delhi-11066.**

Ref. Tender No. dated

Sir,

We declare:

We are Manufacturer / Supplier or Authorized Dealers or Cooperative Agency for the supply of 5 KVA DG Sets with Canopy & AMF Panel and are eligible to quote against this tender _____

That we/our principals are equipped with adequate hardware/manpower and other facilities required for carrying out the this task.

We hereby offer to provide Services at the prices and rates mentioned in the Financial bid at Annexure G,

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 scope of work, terms and conditions to the Bid and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges inclusive of traveling, hardware/ manpower etc. for providing the desired services at UP or at all India basis.

We enclose here with the complete Commercial Bid as required by you. This includes:

B. Financial Bid (Annexure -F)

We agree to abide by our offer a period of 60 days from the date fixed for opening of the tenders and what we shall remain bound by a communication within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract/empnelment applicable to the tender and we do hereby undertake to provide the services as per these terms and condition. The Commercial Deviation are only those mentioned in Annex G.

Certified that we are:

a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

Or

a partnership firm, and the person signing the tender is the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

a company and the person signing the tender is the constituted attorney.

Or

A registered cooperative society and the tender is signed by the authorized signatory.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.)

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

Dated this day of 2010

Signature of Bidder

List of
Enclosures, enclosed.

Full Address:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Telephone No.

Telegraphic Address

FAX No.

E-Mail :

Company Seal

(Financial Bid)

(Annexure-F)

Bidder Name :

- A. Basic Cost of DG Set in Rs:
- B. Excise Duty (mention %age also) in Rs. :
- C. Sales Tax/VAT on A+B (in %) in Rs. :
- D. Installation & Commissioning Charges of DG Set in Rs.
- E. Service Tax on D (in %) :
- F. Freight Charges (all inclusive) in Rs. :
- G. Total Cost of Generator (A+B+C+D+E+F) in Rs. :
- H. Total cost in Rs. (in words)

Note: 1. All items A to F should be mentioned in words also.

2. LI bidder will be selected as per lowest price offer for supply, installation & commissioning of 5 KVA DG Sets against point G of Annexure-F i.e. Total cost of DG Set.

**Signature of the Bidder
Name:**

**Date:
Place:**

Company Seal:

(ANNEXURE-I)

TECHNICAL SPECIFICATIONS FOR DIESEL GENERATORS 5KVA WITH CANOPY & AMF PANEL

No. Component Name	Required Specifications
COOLING SYSTEM REQD.	Air cooled, Water/Coolant cooled
WATER LEVEL MAINTENANCE	The Water cooled system of the engine should be equipped with in built expansion tank so that frequent topping up of water/daily check of water level is not needed. Only a top up at 250 hours should suffice. Engine should have high quality and finish to make it a zero leakage system. Similarly the water system should have seals etc. to ensure no water leakage from the water pump.
OUTPUT	The ENGINE should be capable of developing sufficient output HP under site temperature conditions of 40 degree C to ensure full output from 5 KVA alternator.
MINIMUM HP	Not less than 9 B.H.P continuous rated.
SPEED / RPM	1500/3000 rpm
FUEL PUMP	The pump should be of MONOBLOCK design of MICO or equivalent makes to ensure better governing and easy repair in the field.
GOVERNOR	Mechanical / electronic
NO. OF CYLINDERS	One cylinder, in accordance with is 10001-1981 with latest amendments.
RECOMMENDED MAKES OF ENGINE	KIRLOSKAR/ CUMMINS/ MAHINDRA/GREAVES/ EICHER/ ESCORTS/ LOMBARDINI
FLYWHEEL	Of suitable diameter and weight (indicate the diameter and the weight).
OVERLOAD CAPACITY	Engine should be capable of providing 10% overload for 1 hour for every 11 hour continuous running at full load
ENGINE ASPIRATION	Naturally Aspirated
STANDARD THAT THE ENGINE SHOULD MEET	IS/BS (IS 10000/BS:5514/BS:649).
RADIATOR	Heavy duty with fan (provide technical details).
SILENCER	Residential type with exhaust piping with vibration isolators (provide technical details).
STARTING	Equipment like electric motor, battery, charging alternator etc. Provision for hand start in addition to electric start.
ACCESSORIES	Fuel injection equipment, air cleaner, voltage regulator, anti vibration mounting pads, speed controlling governor, suitable coupling system to the alternator, tachometer, lubricating oil temperature and pressure gauge, rpm indicator and hour meter to indicate number of hrs. of operation, auto trip on low oil pressure, over speed alarm with trip, thermal insulation for exhaust line with glass wool, aluminium sheet, chicken mesh, diesel line of suitable diameter.
PROTECTION	Against low lubricating oil pressure, high water temperature shall be provided for engine with alarm and fuel shut off.
ACOUSTIC ENCLOSURE	The enclosure supplied should be fan less ensuring not more than 5-7 degree C temperature rise with natural air circulation. The noise level should not be more than 75 dBA at 1 meter distance. Enclosure should be duly type approved by CPCB authorized lab. The enclosure must be fitted with sheet steel of 1.2/1.6 mm thickness, seven tank pretreated and powder coated with pure polyester powder to enable outdoors installation.
FUEL TANK	Fuel tank with capacity of 12 hours continuous running at full load with necessary piping, fuel gauge, drain valve, inlet and outlet connectors complete in all respect.
ENVIRONMENTAL	Shall meet requirement of rules 1986 as laid down by Ministry of

CONDITIONS	Environment & Forest read with GSR No. 371 (E) dated: 17.05.2002, GSR 520 (E) dated: 01.07.2003 and GSR 448 (E) dated: 12.07.2004 in respect to emission norms for the engine and in respect of noise level for the DG sets.
ALTERNATOR	Self excited and self regulated alternator should be of brushless type with VG-I grade of voltage regulation giving an output of 5 KVA, single phase 230/240 Volts, 50 Hz, 0.8 (lag) power factor, 2 wire close coupled to the Engine. Class of insulation should be Class "H". Alternator should meet IS 13364 (part-I):1992/2003. Alternator should be capable of 10% overload for one hour and 50% overload for one minute in 12 hours. Permissible voltage variation - +/-1.5% of rated voltage.
PROTECTION	Screen protected drip proof with IP 21 degree of protection as per IS: 4691/85.
FRAME	Engine and alternator shall be coupled and mounted on sturdy, fabricated, welded construction base frame.
RECOMMENDED MAKES OF ALTERNATOR	KIRLOSKAR ELECTRIC/CROMPTON/LEROY SOMER/ STAMFORD/Elgi/CGL/KEC/SINCRO
AUTO MAINS FAILURE (AMF) CONTROL PANEL	<p>The AMF control panel shall have the following instruments and accessories:</p> <p>(a) Microprocessor based genset controller with composite meter for digital display of:</p> <ol style="list-style-type: none"> i) Output voltage/AC Mains voltage. ii) Output Current. iii) Frequency. iv) Three attempts engine start/engine cranking relay. v) On-delay timer for load change over. vi) On-delay timer for engine shut off. <p>(b) Mode selector switch for setting the panel on any one position such as OFF/auto/manual/test.</p> <p>(c) Engine ON-OFF switch (Push button type)</p> <p>(d) MCB of suitable rating shall be provided.</p> <p>(e) Two contactors of suitable rating (one for DG set & one for AC mains)with over load relay.</p> <p>(f) Under-voltage relay for mains.</p> <p>(g) Battery charger complete with voltage regulator, float or booster selector switch,ON-OFF switch, voltmeter and ammeter for charging the battery from mains. This will be in addition to the battery charging alternator fitted on the engine.</p> <p>(h) Instrument & Control Fuses.</p> <p>(i) Five number indicating lamps to indicate 'mains ON', 'load on mains', 'set running', 'load on set' and 'battery charger on'.</p> <p>(j) Audio visual alarm for 'Low lubricating oil pressure', 'High cylinder head temperature','Start failure' and 'DG over load'.</p> <p>(k) Any other switch, instrument, relay or contactor etc. essential for smooth and trouble free functioning of DG set with AMF panel is to be specified by the tenderers in their offer with complete detail of the item.</p> <p>The panel should be within the D G set acoustic enclosure. The system should have an inbuilt By PASS Change Over switch to ensure that in case of AMF / D G Set failure the mains can get directly connected to the load. Make of Contactors acceptable - ABB/Siemens/Schneider/LG (LS) / L&T Make of Microprocessor - Procom / Control & Switchgear / Sun Automation/ Minilec and equivalent.</p>
SIZE AND WEIGHT	Should be minimum (provide details).
INSTALLATION DETAILS	<p>*2 Nos. of GI plate earthing.</p> <p>*Concrete Cement Foundation of size as per DG set and having a height above ground of at least 9 inches.</p> <p>*Length of input/output cables upto a length of 20 mts. May be included in the installation cost and quote additionally for:</p> <p>*4x10 Sq mm armoured aluminium cable (quote as rate per meter)</p> <p>*Cable laying - wall supported/open a(quote as rate per meter)</p> <p>*Cable laying - under ground (quote as rate per meter)</p> <p>*End termination of Cable - 4 terminations(quote as lumpsum)</p>

	<p>*Exhaust piping with aluminum cladding (where needed) (quote as rate per meter)</p> <p>*Testing of the DG set at the site for 1 hour and handover</p>
ANNUAL MAINTENANCE CONTRACT	<p>After expiry of one year or 1200 hrs warranty, AMC shall be awarded to the vendor on comprehensive maintenance basis, which include preventive maintenance, breakdown maintenance and any other required maintenance jobs as per the Terms and Conditions and rates specified in the AMC agreement. Should cover cost of all scheduled and unscheduled maintenance for 1000 hours running per annum including labour charges, servicing and replacement of all types of spares complete as required.</p>
Probable Items to be covered in Warranty / AMC, this is not an exhaustive list of all the items but indicative only	<p>Mobile Oil, Filters – Engine, Alternator, Canopy and All types, Belts, Rubber Parts, Gaskets, AVR's, Contactors & their coils, MCB's, Meters, Coolant, Locks, Hinges, Exhaust Bellows, Control Relays, controller.</p>

To,
Deputy Manager
Tender Division,
National Informatics Centre Services Inc.,
Hall No. 2 & 3, 6th Floor , NBCC Tower
15, Bhikaiji Cama Place , New delhi-66

Sub : Manufacturer Authorization for Tender No. NICSII/

Sir,
We, **<OEM/ Manufacturer name>** having our registered office at **<OEM/Manufacturer address>**, are an established and reputed manufacturer of 5 KVA DG Set

We confirm that **<Bidder Name>** having its registered office at **<Bidder Address>** is our authorized partner/supplier for above DG Set .

We authorize them to quote for our DG Set as mentioned above in the above mentioned tender. Our full support is extended to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipments for a period of 5 years from date of installation of the equipments as per tender terms. We also undertake that in case of default in execution of this tender for our DG Set by the **<Bidder Name>**, the **<OEM/Company Name>** will take all necessary steps for successful execution of this project as per tender requirements.

Thanking You

For **<OEM/ Manufacturer name>**
<(Authorized Signatory)>
Name
Designation : Country Head/Legal Head