

NSIC/HO/WD/Maint./Trf/2018-19

Dated: 10.02.2021

Τo,

Sub: Tender for Supply of Spare Parts of 415V Air Circuit Breakers for LT Panel at NSIC Bhawan, Okhla, New Delhi 110020.

Dear Sir,

Sealed tenders are invited on behalf of the National Small Industries Corporation in single stage, single envelope method for "**Supply of Spare Parts of 415V Air Circuit Breakers for LT Panel at NSIC Bhawan, Okhla, New Delhi-110020**" from the OEM/ authorised dealers/services providers of M/s C&S Electric who have already supplied such components to Govt. departments/PSUs/MNCs as per the requirements and details enclosed. The detailed bill of quantities is enclosed in tender.

Tender documents can be obtained from office of NSIC, New Delhi or can also be downloaded from NSIC website 'https://nsic.co.in/tender/Current-Tenders' or from Central Public Procurement Portal 'https://eprocure.gov.in'.

The tenders shall be super-scribed with **"Tender for Spare Parts of 415V Air Circuit Breakers for LT Panel at NSIC Bhawan, Okhla, New Delhi"** is to be submitted in office by 3 P.M on 05.03.2021 to be opened on the same day at 3.30 P.M. Any Bid submitted after 3 P.M. on 05.03.2021 shall not be considered.

There shall be no extension of the deadline of submission of the complete tenders along with all other required relevant documents. The GM (C&P), NSIC shall have the authority to cancel the tender process if NSIC does not find a suitable tender. NSIC shall have the right to call for fresh tender in such circumstances, where in prior tenderers shall have the right to participate in the fresh process.

Thanking You,

Yours Sincerely,

General Manager (C&P)



THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A GOVT OF INDIA ENTERPRISE) NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE, NEW DELHI – 110020

<u>Tender for supply of Spare Parts of 415V</u> <u>Air Circuit Breakers for LT Panel at</u> <u>NSIC Bhawan, Okhla, New Delhi:</u>

INSTRUCTIONS TO TENDERERS

We request to send in your lowest price offer in single stage, single envelope method. The following terms and conditions shall be applicable:

1. Eligible Bidder:

- a) The intending Bidder shall be OEM/Authorized Distributor / Authorized Dealer of M/s C&S Electric and shall possess valid authorized Distributorship / Dealership license from M/s C&S Electric and to be engaged in regular supply of such components. The Bidder shall enclose the copy of authorization certificate of OEM in Bid submitted.
- b) Authorized Distributor / Authorized Dealer shall have well established servicing facility in Delhi. A document in this regard shall be enclosed with Bid.

2. Scope of Supplies:

The spare part components shall be supplied by authorized vendor in compliance to the product code, specifications mentioned in BOQ of the tender document.

Bid Document and price has to be submitted as per code and specification of OEM (C&S Electric). Same shall be verified at the time of delivery of items.

3. Address of supplies:

The details of addresses where the components shall be supplied through this tender are as under:

#	Location	Address for supplies (designated site)
1	New Delhi	National Small Industries Corporation Ltd. NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020

4. Delivery

a) The purchaser expects to complete delivery of components by the successful Bidder within **twenty (20) calendar days** from the date of issue of supply order at the designated address. However, the Bidders have an option to submit the best delivery time while submitting the Bid, but in any case, the delivery should be before 20 days from the date of issue of supply order by purchaser.



- b) The supplied components shall be inspected by the purchaser, on receipt at site and successful Bidder shall be responsible for any damage during the transit of spare parts. The Purchaser shall not be responsible for any damage due to any reason during the transportation of spare parts to the designated site of the purchaser.
- c) The successful Bidder shall not be allowed for part shipments and/or transshipments without the permission of purchaser. The transit insurance cover including insuring the components against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery shall be obtained by the successful Bidder in his own name and not in the name of purchaser and prices shall be deemed to be included in the offer. The purchaser will as soon as possible but within 10 days from the date of arrival of components at destination notify the Bidder of any loss or damage to the spare parts.
- d) The successful Bidder shall, within a week from the date of receipt of communication of acceptance of quotes from purchaser shall intimate his acceptance of the order. The successful Bidder shall complete supplies strictly as per the accepted delivery period.

5. Payment:

100% payment after delivery and certification of genuine materials by C&S (Manufacturer).

6. Warranty period:

Items warranty as per manufacturer norms of C&S/ Guarantee card.

7. Special Provision for Micro & Small Enterprises:-

Micro and Small Enterprises (MSEs) participating in the tender will be given benefit as per Public Procurement Policy, 2012. Further, the MSEs owned by SC/ST/Women entrepreneurs will also be given benefits as per Public Procurement Policy, 2012. The definition of MSEs owned by SC/ST/Women is as given under:

- (a) In case of proprietary MSE. Proprietor shall be SC/ST/Women.
- (b) In case of partnership MSE, the SC/ST/Women partners shall be holding at least 51% shares in the unit.
- (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

Document to claim benefits shall be enclosed in Technical Bid.

8. Tender documents:

 a) The tender document can be collected from the office of the General Manager, NSIC (C&P), NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 in between the period from **11.02.2021** to **05.03.2021** (Except Saturday & Sunday) between 10:30 hours to 14:00 hours.



Alternatively tender form can be downloaded from our website **www.nsic.co.in** from **11.02.2021** to **05.03.2021 upto14:00 hours.**

- b) Bidders registered with Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro, Small and Medium Enterprises or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from the payment of earnest money deposit. However, Tenderer seeking exemption from payment of earnest money deposit shall submit the proof of the same along with their technical Bid.
- c) At any time prior to the deadline for submission of Bids, the Purchaser may amend the Tender Documents by issuing addendum/ corrigendum which will be placed on website only. There will not be any press notification on amendment/ corrigendum. The prospective Bidders are advised to visit the Website (www.nsic.co.in) for any update in respect of this tender. Any addendum/ corrigendum issued shall form a part of the tender document.

9. Authorization for Submission of Tender:

- a) The original and all copies of the Bid shall be signed and stamped, on every page, by a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization (in form of letter on the Bidder's letter head) to sign on behalf of the Bidder confirming the signature as a person duly authorized to sign should be attached with the technical Bid of the tender.
- b) The person signing the tender document or any other documents on behalf of the Bidder shall be deemed to warrant that he has authority to bind the Bidder. If it subsequently comes to light that the person so signed had no authority to do so, the purchaser may without prejudice to any, consider civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.

10. Submission of Bid:

- a) The prospective Bidders should examine all instructions, forms, terms and specifications in the tender documents and to furnish with its Bid all documents or information as required by Bidding/ tender document.
- b) The language for all the correspondence and documents related to this tender shall be in English/ Hindi only. Moreover, the printed literature/technical details for the machine shall also be in English/ Hindi.

The Bid must be placed in a properly sealed envelope addressed to 'The General Manager (C&P), National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, Phase III, New Delhi -110020. The envelope must be super-scribed "Tender for Supply of Spare Parts of 415V Air Circuit Breakers for LT Panel at NSIC Bhawan" with tender inquiry number and its due date.

c) If the envelopes is not sealed and marked as required, the Purchaser shall not be responsible for the misplacement or premature opening of the Bid.



- d) All the columns of the tender document/form shall be duly, properly and exhaustively filled in. Any cutting/over writing etc. in the tender document/form must be signed by the person who is signing the tender/Bid.
- e) Tenders received in open covers/ letters/ fax/ email will not be considered.
- f) Bidder shall take into account all costs including Packing, Freight, Insurance, Transportation Cost at the address of the purchaser for giving delivery of components at site as detailed at Para 3 of "Instructions to the Bidder" before quoting the Price in the Financial Bid.
- g) The Price shall remain firm & inclusive of all costs involved for the delivery to the destination including the cost mentioned in Para 10 (f) as above.
- h) No extra payment or revision of Price shall be accepted on account of any discrepancy in nomenclature of items. The prospective Bidders are advised to seek clarification, if any, desired before submitting the Bid.
- i) No representation for the revision of the quoted Price of Components shall be considered till the supplies are completed to the designated location.

11. Last date for submission of Bid:

The Bid should reach the office of the General Manager (C&P) National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, Phase III, New Delhi -110020 by **05.03.2021** up to 15:00 hours.

- a) The purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Tender Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. The prospective Bidders are advised to remain in touch with website for any update in respect of this tender.
- b) The purchaser shall not consider any Bid that submitted/received after the deadline i.e. date and time for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall not be considered and shall be rejected.

12. Rights of Purchaser:

- a) It may be noted that the 'The General Manager (C&P), National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, Phase III, New Delhi -110020, without assigning any reason whatsoever, reserves the right to cancel the procurement even after calling the offers from Bidders but before the issue of supply order to execute the supply by the successful Bidder. The reason for cancellation of supply would not be disclosed and the Bidder has no right to ask for so.
- b) The Purchaser reserves the right to accept or reject any Bid, without assigning any reason, thereof, and to annul the Bidding process and reject all Bids at any time prior to supply order, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically Bid document, EMD deposits shall be returned to the Bidders.

13. Opening of Bids:

The Bids of tender will be opened at National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, Phase III, New Delhi -110020 on **5th March**



2021 at 15:30 hours. The Bidder or their authorized representative (One person only) may be present at the time of opening of the Bid.

14. Validity of Bid:

- a) The tender shall be valid for a period of 60 days from the date of opening of the Technical Bid of this tender. Terms and financial details submitted in the Bid shall be treated as firm during the said period of 60 days.
- b) In exceptional circumstances, prior to the expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.

15. Evaluation of Bids:

- a) The Bid shall be submitted for the BOQ/price Bid, in compliance to all terms & conditions given in this tender. The prices shall be quoted only as per the item code & specifications of OEM (C&S Electric). The necessary documents enlisted at shall be enclosed with the Bid. The Bids shall be evaluated for all the parameters defined and documents submitted.
- b) If there is discrepancy between the amount quoted in Bid in the column "Unit Price of Component" and the amount reflected in column "Total price of Components" which is the multiplication of quantity offered for supplies with "Unit Price of Component", the "Unit Price of Component" shall prevail. Accordingly, the Total price of Components shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- c) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- e) To assist in the examination, evaluation, comparison of the Bids and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing only.
- f) If the Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid shall be rejected.
- g) The Purchaser shall compare the "Total offered price" of all the responsive Bids to determine the lowest Bid for declaring successful Bidder.
- h) The Purchaser is authorized to ask the evidence from Bidder to counter-check that the GST as claimed by the Bidder at the time of issue of invoice after the supply of components.

16. Notification of Award:



Prior to the expiry of the period of Bid validity, the purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter shall specify the sum that the Purchaser will pay to the Bidder in consideration of the supply of Components at specified location.

17. Inspection of Goods received:

Verified through OEM (C&S) inspection report.

18. Acceptance/ Rejection of Bid:

- a) While submitting the Bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the Bid shall be rejected.
- b) If any Bidder stipulates any condition of his own, such conditional Bid shall be liable to be rejected.
- c) Corporation does not bind itself to accept the lowest Bid.
- d) Corporation also reserves the right to accept or reject any Bid in part or full without assigning any reason whatsoever.
- e) Corporation also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the Bidder(s) the opinion/decision of NSIC regarding the same shall be final and conclusive.

19. Claims:

- a) If the components supplied are found to be of size and shape different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, the purchaser shall have right to totally reject the supplied material and/or to claim for compensation from successful Bidder. The successful Bidder shall pay to purchaser, the claim demanded in writing within 15 (fifteen) days of its demand. The Bidder shall also compensate for losses, if any, sustained by purchaser due to lower specification/defective packing and/or wrong marking of the spare parts, etc.
- b) The successful Bidder shall be responsible for arranging the rejected material to be removed at his cost from purchaser premises.

20. Address for communication:

All the communication with respect to the tender shall be addressed to:

The General Manager (C&P) National Small Industries Corporation Limited NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020

Email: procurement@nsic.co.in

21. Force Majeure:

In the event of any unforeseen circumstances directly interfering with the supply of machines/equipments/work/service arising during the execution of order such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the successful Bidder shall, within 7 working days, from



the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days "notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.

22. Code of Ethics:

The Purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such contracts. If the Bidders are found in Bid pooling, cartelization or against law on fraud and corruption then their firms may be blacklisted.

23. Jurisdiction:

In the event of any dispute the legal matter shall be subjected to the jurisdiction of the court at New Delhi only.

We confirm with our acceptance to the instructions (S. No. 1 to 24 above) as given above.

BIDDER'S NAME & SIGNATURE WITH SEAL

The duly signed pages of "Instructions to the Bidders" as above shall be attached with technical Bid of the tender as a mark of acceptance of Bidder and any Bid/ tender not confirming the instructions as above, is liable to be rejected.



List of Documents to be enclosed with the Bid

- a) The Bidder to attach self-certified valid authorized Distributorship / Dealership license from Original Equipment Manufacturer
- b) Duly signed and stamped all pages of the tender document as a mark of acceptance.
- c) The Price offer in the prescribed BOQ format in price Bid.
- d) Authorization letter in favour of their representative to sign the tender on behalf of Bidder.
- e) Self-attested copy of valid GSTIN registration.
- f) Self-attested copy of valid PAN.

		2	UF ACDSUL			
ú	Description	Qty.	Qty. make	Product Code & C&S Rate (Rs.)	Rate (Rs.)	Amount (im
No.			CBS			Ks.)
	ACB Shunt coil 24V DC	07 Nos	er1	CS-WM-AVH-S-AB- BD		
5	Spring Charging handle 02 1600A ACB	S	C&S Winmaster1	WM-MCLHND-AB	ĩ.	e -
3.	Microprocessor	0	C&S Winmaster1	WM2MPR4P16		
4.		06 00s	C&S Winmaster1	WM-INDCTR-AB		5
5.	ON/OFF Indication lever 0	02	C&S	WM-CNA3400007		
	pin 800A, ACB (on lever NOS Winmasterl win for frame A&B)	SON	Winmaster1			
6.	240vac	02 nosC&S Win	C&S Winmaster1	CS-WM-AVH-S-AB- MA		Ð
7.	3.1MP Release display 01 800A ACR	01 NOS	01 C&S NOS Winmaster1	WN2MPR4P08		
. 8	II 220VAC	02 nosC&S Win	C&S Winnaster1	CS-WM-AVH-C-AB- MA		
9.	Under Voltage (UVT) 06 NoC&S 220VAC	06 Nc	C&S Winmaster1	CS-WM2-AUH-V- ABC-MA		2 17
. 10	ver 2000A ACB	01 NoC&S Win	C&S Winmaster1	WM-CNA0100121	1	
	Total Rs.					
3	GST @ 18%			X		
4	G.Total Rs.					

(2-51-40 unit-2)



Note:

- a. The Bidder has to submit the competitive rates of all electrical spare parts mentioned above.
- b. The Total Price quoted above should be inclusive of Basic Price, Transportation, all Incidental Services (including Insurance, Loading/ Unloading, Packing & Forwarding charges etc.).
- c. The competing Bids i.e. "Total Price offed in price Bid" shall be considered for evaluation of Financial Bids and the lowest quoting Bidder shall be declared successful Bidder.
- d. The Bidder will not be entitled to any increase in Unit Price of the spare parts occurring during the period of delivery for any reason, what so ever.