



**Tender Ref. No.: NSIC/TOOL ROOM/ 2016-17/94 (77E)**

**TENDER DOCUMENT**

**for**

**Supply, Installation & Commissioning**

**Of**

**Rockwell Hardness Tester**

**The National Small Industries Corporation Limited**

(A Government of India Enterprise)

Okhla Industrial Estate, Phase III

New Delhi-110020

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**NOTICE INVITING TENDER**

The National Small Industries Corporation Ltd. (NSIC), Okhla, New Delhi invites sealed tender in Two bid system (Technical & Commercial bid in two separate envelopes) from eligible and qualified Original Equipment Manufacturers / Authorized Distributors of OEM / Authorized Dealers of OEM for the Supply, Installation, Commissioning & Training at site for the Operation & Maintenance of Rockwell Hardness Tester.

The details are summarized below:-

a)	Tender number	Reference number for inviting bids through this tender is NSIC/TOOL ROOM/2016-17/94 (77E)
b)	Purchaser	The National Small Industries Corporation Ltd. which is a Government of India Enterprise under the Ministry of Micro, Small & Medium Enterprises.
c)	Usage of Machine	The purchaser would place the machine in their educational training centre and shall be utilized for imparting skill and entrepreneurship development training.
d)	Scope of Tender	Supply, Installation, Commissioning & Training to trainers.
e)	Specification/ Details of machine	The detailed specifications of machine are specified in tender and placed at <b>Annexure-A</b>
f)	Web page for details of tender	Web page: <a href="http://www.nsic.co.in/tenders.asp">http://www.nsic.co.in/tenders.asp</a> The prospective bidders are advised to remain in touch with the website for any update in respect of this tender.
g)	Locations of supplies	The machine(s) is/are proposed to be supplied at NSIC Technical Services Centers at New Delhi (Delhi). It may be noted that the Chief General Manager of NSIC have full rights to cancel the supply while placing the supply order to selected bidder. The reason for cancellation of supply would not be disclosed.
h)	Earnest Money Deposit (EMD) along with Tender	EMD of Rs. 12,500/- (Rupees Twelve Thousand Five Hundred Only) for New Delhi location shall be submitted in the form of D.D. in favour of ' <b>NSIC Ltd.- NTSC A/c</b> ' payable at New Delhi and to be placed in the Technical Bid envelope while submitting the tender.
i)	Exemption from the payment of EMD and Tender fee	The exemption for the payment of EMD as well as tender fee will be applicable to the Udyog Aadhaar/ NSIC/ District Industry Centre registered units for the goods for which the said tender floated.
j)	Cost of Tender Documents	The tender document can be collected from the office of the Chief General Manager, NSIC Technical Services Centre, Okhla Industrial Estate, New Delhi in between the period from <b>21st, September 2017</b> to <b>6th, October 2017</b> (except Saturday & Sunday) between 10:30 hours to 15:45 hours against payment of Rs.

		1180/- (Rupees One Thousand one hundred and Eighty Only) (Non-refundable, inclusive of GST) by way of demand draft, in favour of ' <b>NSIC Ltd.-NTSC A/c</b> ' payable at New Delhi. Alternatively tender form can be downloaded from our website <a href="http://www.nsic.co.in">www.nsic.co.in</a> from <b>21st, September 2017</b> to <b>6th, October 2017</b> . In case the tender downloaded for submission of offer, the tender fee of Rs. 1180/- in form of demand draft in favour of ' <b>NSIC Ltd.-NTSC A/c</b> ' payable at New Delhi shall be enclosed with Technical Bid of the tender while submitting the tender.
k)	Last date of submission of tender	<b>Tender must be delivered to the address below on or before 6th, October 2017 up to 15.45 hours.</b> Late bids will be rejected. The Chief General Manager, NSIC- Technical Services Centre, Okhla Industrial Estate, New Delhi-110020
l)	Date of opening of Technical Bid (Envelope-1)	<b>The technical bid for the tender shall be opened on 6th, October 2017 at 16:45 hours at the address as under:</b> The Chief General Manager, NSIC- Technical Services Centre, Okhla Industrial Estate, New Delhi-110020
m)	Date of opening of Commercial Bid (Envelope-2)	The date for opening second envelope containing Commercial Bid will be intimated to the qualified bidders separately.

**Note:** In case of any further details required, the same can be collected from the office of the Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, New Delhi from **21st, September 2017 to 6th, October 2017** (except Saturday & Sunday) between 10:30 hours to 15:45 hours.

Chief General Manager  
NSIC- Technical Services Centre  
New Delhi

## **INSTRUCTIONS TO THE TENDERERS**

The Tender shall be submitted in accordance with these instructions, as under.

### **1. Abbreviations:**

Throughout this tender documents", the word/ term:

- a) "NTSC" means NSIC-Technical Services Centre
- b) "NSIC" means The National Small Industries Corporation Ltd.
- c) "day" means Calendar day
- d) "working day" means Monday to Friday in week
- e) "tender" means tender number NSIC/ TOOL ROOM/ 2016-17/94 (77E)
- f) "machine" means the machines/ equipment/software/accessories as detailed at Annexure-A.
- g) If context so requires, "singular" means "plural" and vice versa.
- h) "EMD" means Earnest Money Deposit.
- i) "Purchaser" means The National Small Industries Corporation Ltd
- j) "Bid" means the document and financial details submitted by bidder.
- k) "Bidder" means the eligible and qualified Original Equipment Manufacturers / Authorized Distributors/ Authorized Dealers.
- l) "Tenderer" means the eligible and qualified Original Equipment Manufacturers / Authorized Distributors/ Authorized Dealers.
- m) "OEM" means Original Equipment Manufacturer

### **2. Eligible Bidder:**

- a) The intending Bidder, in case of Original Equipment manufacturers shall submit a self-declaration on their letter-head, along with the Technical Bid, confirming that they are regular in manufacturing & supplying the similar machines, as asked in this tender, for the last Ten (10) years.
- b) The original equipment manufacturers shall possess ISO Certificate for their establishment. The copy of the valid ISO Certificate shall be placed with the Technical Bid.
- c) The intending Bidder, in case of Authorized Distributor of OEM / Authorized Dealer of OEM shall possess valid authorized Distributorship / Dealership license from Original Equipment Manufacturers who should have valid ISO Certificate and shall be engaged in regular manufacturing and supply of similar machine for the last ten (10) years. The Bidder shall enclose the copy of the same in Technical bid while submitting the tender.

**3. Location of supplies:**

- a) The details of locations where the machine(s) supplied through this tender are as under:

#	Location	Address for supplies
1	New Delhi	NSIC- Technical Services Centre, Okhla Industrial Estate, New Delhi-110020

- b) The bidder is free to inspect the location(s) in the premises before submitting the bid under this tender.
- c) It may be noted that the Chief General Manager, NTSC Okhla have full rights to cancel the supply even after calling the offers from bidders but before the issue of supply order to execute the supply by the bidder. The reason for cancellation of supply would not be disclosed.

**4. Scope of Supplies:**

- a) The material shall be supplied in compliance to the specifications mentioned in Annexure- A of the tender.
- b) The specifications of the machine as mentioned in the Annexure-A are the requirements of tender, however higher specifications of machine may be considered subject to their cost economics i.e. competitiveness in financial terms for the particular location.
- c) After the supply of machine as mentioned in the Annexure A, the bidder has to execute its installation & commissioning at the designated site in the location(s). No extra cost shall be paid for this reason.
- d) After the installation & commissioning of machine, the training to the local trainer shall be given for ten (10) working days wherein the training about the machine's operations, maintenance, information about Do's & Don'ts as well as trouble shooting & all other areas which are necessary for smooth functioning of machine shall be provided to at least two persons designated by purchaser, at site, by the bidder. No extra cost shall be paid to the successful bidder for imparting this training.
- e) The bidder shall offer on-site comprehensive warranty of machine for at least two years from the date of successful commissioning of machine at the designated location. The purchaser is not liable to pay any extra charges on any account during warranty period.
- f) The bidder shall cover the machine(s) under Maintenance Contract for three years after the expiry of warranty period without asking for any additional financial charges from purchaser.

## **5. Delivery**

- a) The purchaser interested for complete delivery of machine by the bidder within sixty (60) calendar days from the date of issue of supply order. However, the bidders have an option to submit the best delivery time, but in any case the delivery should be before 90 days from the date of issue of supply order by purchaser.
- b) The material shall be inspected on receipt at site and bidder shall be responsible for any damage during the transit of machine/ equipment.
- c) The bidder shall not arrange part shipments and/or trans-shipments without the permission of purchaser. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/Installation & Commissioning shall be obtained by the bidder in his own name and not in the name of purchaser. The purchaser will as soon as possible but not later than 30 days from the date of arrival of goods at destination shall notify the bidder of any loss or damage to the goods.

## **6. Warranty**

- a) The bidder shall offer on-site comprehensive warranty of machine for two years from the date of successful commissioning of machine at the designated location & shall cover each and every part of the machine including parts having limited life etc. The purchaser is not liable to pay any extra charges on any account during warranty period.
- b) The bidder shall pay to the purchaser such compensations that may arise by reasons of the warranty therein contained but not attended by the bidder.
- c) Any part or parts fail or proved defective within the on-site warranty period specified above, owing to defect in design, material or workmanship, the bidder shall have to replace them at the place of installation without asking for any charges.
- d) During the warranty period, expert(s) shall be deputed at site by the bidder within three working days from the date of request from purchaser, to rectify and fixing the defects of machines at the location where machine(s) supplied. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the bidder.

## **7. Three Years Maintenance Contract**

The bidder shall cover the machine(s) under Maintenance Contract for three (03) years after the expiry of warranty period without claiming any additional financial charges from purchaser. The financial bid for the machine(s) shall be quoted accordingly.

## **8. After Sales Services**

- a) The bidder shall ensure to render after sales services during the warranty period and in the period of Maintenance Contract to the satisfaction of purchaser.
- b) The bidder will depute their engineer within three working days to attend the service call received in writing from purchaser.

## 9. Manuals:

The bidder to supply three (03) sets of the following manuals in hard format and one (01) soft format along with machine:

- i. Installation Manual
- ii. Operation Manual
- iii. Maintenance Manual
- iv. Training Manual

## 10. Tender documents:

- a) The tender document can be collected from the office of the Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, New Delhi in between the period from **21st, September 2017** to **6th, October 2017** (except Saturday & Sunday) between 10:30 hours to 15:45 hours against payment of Rs. 1180/- (Rupees One Thousand One Hundred and only) (Non-refundable) by way of demand draft, in favour of '**NSIC Ltd.-NTSC A/c**' payable at New Delhi.

Alternatively tender form can be downloaded from our website [www.nsic.co.in](http://www.nsic.co.in) from **21st, September 2017** to **6th, October 2017**. In case the tender downloaded for submission of offer, the tender fee of Rs. 1180/- in form of demand draft in favour of '**NSIC Ltd.-NTSC A/c**' payable at New Delhi shall be enclosed with Technical Bid of the tender while submitting the tender.

The other option is to pay Rs. 1180 by RTGS/NEFT to the bank of purchaser as detailed under:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK IFSC CODE
NSIC LTD.- NTSC A/C	PUNJAB NATIONAL BANK, OKHLA, NEW DELHI	0602002100009880	PUNB0060200

The bidder is requested to attach the Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

- b) At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The prospective bidders are advised to remain in touch with the Website for any update in respect of this tender.

## 11. Authorization for Submission of Tender:

- a) The original and all copies of the bid shall be signed 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 form 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 other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.



## 12. Earnest Money & Tender Fees Deposit:

- a) The EMD shall be submitted in the first envelope super-scribed as "Technical Bid", of prescribed amount by way of Demand Draft drawn in favour of "NSIC Ltd.-NTSC A/c", only for the Machine(s) quoted by the Bidder. No cash towards EMD shall be accepted. The offers without EMD from the Bidders shall be rejected.
- b) In case tender documents downloaded from website, Tender Fee of Rs. 1180/- shall be submitted by way of D.D. drawn in favour of 'NSIC-Ltd-NTSC A/c' along with the Technical Bid of the tender documents. Tender fee is non-refundable. The option for payment by RTGS/NEFT is also available and bank details of purchaser, are as under:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK CODE	IFSC
NSIC LTD.- NTSC A/C	PUNJAB NATIONAL BANK, OKHLA, NEW DELHI	0602002100009880	PUNB0060200	

The bidder is requested to attach the Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

- c) EMD and tender Fee submission is exempted for the bidders those having valid registration under Udyog Aadhaar, Single Point Registration Scheme of NSIC and all micro and small enterprises registered with Director of Industries from DIC for the machine for which this is tender issued. To support this, the self-certified scan copy of such valid registration/ exemption certificate is to be attached with technical bid.
- d) The Purchaser shall not be liable for payment of any interest on EMD.
- e) Any request by the bidders to consider their EMD already furnished by them to any of the other office of the purchaser, for any other contract/ tender will not be considered as EMD for this tender.
- f) The EMD will be returned to the unsuccessful bidders soon after the orders are placed on the successful bidder. In case of successful bidder, the EMD will be returned along with 20% payment as per payment terms mentioned at Para 25 of Instructions to the Tenderers.

## 13. 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 entrepreneurs will also be given benefits as per Public Procurement Policy, 2012. The definition of MSEs owned by SC/ST is as given under:

- (a) In case of proprietary MSE. Proprietor shall be SC/ST
- (b) In case of partnership MSE, the SC/ST 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.

#### **14. Submission of Tender:**

- a) The bidder to 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 document.
- b) The language for all the correspondence and documents related to the tender shall be in English/ Hindi only. Moreover, the printed literature/technical details for the machine shall also be in English/ Hindi.
- c) The tender must be placed in a properly sealed bigger envelope addressed to The Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase III, New Delhi and the said bigger envelope shall contain two sealed envelopes containing Technical & Commercial bids. The bigger envelope must be super-scribed "Tender for Supply, Installation and Commissioning of Rockwell Hardness Tester" with tender inquiry number and its due date. The two sealed envelopes inside the bigger envelope must be super-scribed as:

*Envelope No-1: The said envelope is for technical bid & shall be super-scribed as "Tender for the Supply, Installation, Commissioning of Rockwell Hardness Tester-Technical Bid"*

*Envelope No-2: The said envelope is for commercial bid & shall be super-scribed as "Tender for the Supply, Installation, Commissioning of Rockwell Hardness Tester-Commercial Bid".*

- d) If both or either of the envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- e) All the columns of the tender shall be duly, properly and exhaustively filled in. Any cutting/over writing etc. in the tender must be signed by the person who is signing the tender.
- f) Tenders received in open covers/ letters/ fax/ email will not be considered.

#### **15. Financial Bid Submission:**

- a) Bidder shall take into account of all costs including Packing, Freight, Transportation Cost with included unloading of machine at the location of the purchaser for giving delivery of material at site(s) as detailed at Para 3 of "Instructions to the Tenderer" before quoting the "Price of Machines before Taxes & Duties" in the Commercial Bid.
- b) The "Price of Machine before Taxes & Duties" shall remain firm & inclusive of all costs involved for the delivery to the destination(s) which include the cost of Installation & Commissioning at destination, Training to the local trainer (as detailed at Para 4(d) of "Scope of Supplies" of this tender), Cost of services to be provided during Comprehensive Warranty of two years. (Refer Para 4 (e) of "Scope of Supplies" of this tender) and cost of services to be provided in the period of AMC for three years after the expiry of warranty period of two years (Refer Para 4 (f) of the "Scope of Supplies" of this tender.)
- c) No extra payment or revision of "Price of Machine before Taxes & Duties" shall be accepted on account of any discrepancy in nomenclature of items. The Bidder is advised to seek clarification, if any, desired before submitting the tender.

- d) No representation for the revision of the quoted "Price of Machine before Taxes & Duties" shall be considered till the supplies are completed to the designated location(s).

**16. Last date of submission of Tender:**

- a) The tender should reach the office of the Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, New Delhi by 6th, October 2017 up to 15.45 hours.
- b) 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 their tender.
- c) The purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

**17. Opening of Technical Bid:**

- a) The technical bid of tenders will be opened at NTSC-Okhla on 6th, October 2017 at 16:45 Hours. The Bidder or their authorized representative (One person only) may be present at the time of opening of the tender.

**18. Opening of Commercial Bid:**

- a) The Commercial Bid of only technically qualified bidders will be opened on the stipulated due date. The date & time for opening of Commercial Bid shall be intimated to the technically qualified bidders through email, after the evaluation of Technical Bid.

**19. Validity of Tender:**

- a) The tender shall be valid for a period of 90 days from the date of opening of the Technical Bid of tender. Terms and financial details submitted in the bid shall be treated as firm during the said period of 90 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.

**20. Evaluation of Bids:**

- a) If there is discrepancy between the amount quoted in Commercial Bid in the column "Unit Price of Machine before Taxes & Duties" and the amount reflected in column "Total price of Machine(s) before Taxes & Duties" which is the multiplication of quantity offered for supplies with "Unit Price of Machine before Taxes & Duties", the "Unit Price of Machine before Taxes & Duties" shall prevail. Accordingly the Total price of Machines before Taxes & Duties 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.

- b) 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
- c) 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.
- d) 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.
- e) 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 may be rejected.
- f) The Purchaser reserves the right to accept or reject any bid, 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 promptly returned to the Bidders.
- g) The Purchaser shall compare the "Unit Price of Machine before Taxes & Duties" of all the responsive bids to determine the lowest bid.
- h) The bidder shall note that they are not supposed to put any Taxes & Duties amount in the Commercial Bid. However, after the supplies, they have to issue the invoice indicating the Price of machine as quoted in the Commercial Offer and thereafter specify the Taxes as applicable at the time of delivery. The Purchaser shall pay total amount which includes the unit price of machine as well as the taxes and duties as applicable at the time of delivery.
- i) The Purchaser is authorize to ask the evidence from bidder to counter-check that the taxes & duties as claimed by the bidder at the time of issue of invoice after the supply of machines.

## **21. Earnest Money Forfeit:**

- a) If any Bidder withdraws his tender before the period of 90 days from the date opening of technical bid or makes any modifications in the terms and the conditions of the tender which are not acceptable to the purchaser, then the purchaser shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
- b) The EMD will also be forfeited in following cases:
  - i. If the bidder fails to accept the order based on his offer (bid) and within the prescribed time.
  - ii. If the bidder fails to supply the Machines with specifications as mentioned in Annexure -A
  - iii. If the bidder delays supplies beyond a reasonable time resulting in disruption of project.
  - iv. Bidder for any reason whatsoever withdraws the tender after it is accepted or become unable or fails to execute the orders within stipulated delivery period.

v. Submission of misleading/contradictory/false statement or information and fabricated/invalid documents is detected before or after the issue of order to execute the supplies.

vi. The successful bidder does not submit Indemnity Bond within the prescribed time.

## **22. 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 Machines with the details of selected location(s).

## **23. Pre-dispatch Inspection:**

A pre-dispatch inspection by 3<sup>rd</sup> party/ technical team of purchaser may be carried out at bidder's site of manufacturing machines. This pre-dispatch inspection will not absolve bidder's responsibility to execute supply in accordance with the tender terms.

## **24. Packing:**

- a) The bidder shall provide packing of the machine/ equipment, as is required to prevent their damages or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. In case the consignment received with damaged packaging, the purchaser would not accept the delivery.
- b) The machine & equipment shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport. The bidder shall be responsible for any loss/ damage to material during transportation to the designated location.

## **25. Delivery Time:**

- a) The bidder shall indicate the period within which the ordered quantity will be supplied. The bidder shall note that in case bidder fails to supply within the period of delivery indicated by the bidder in technical bid of this tender, penalty @1% of value of the order per week of delay would be levied subject to maximum 4 weeks. It means, the bidder shall have the liability of delayed supply to the maximum of 4 weeks after expiry of scheduled delivery date. After that the supply order shall be cancelled and EMD will be forfeited and bidder will be debarred from participation in any future tenders.
- b) 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.

## **26. Payment:**

- a) The 70% payment of total bill will be made by the purchaser by crossed account payee cheque/RTGS/NEFT for which the bidder shall send bills in duplicate (original + copy) after Supply, Installation & Commissioning of machine, giving the reference number of the purchase order along with copies of delivery note & satisfactory report on the Installation of machine(s), from designated purchaser

department. The details about the designated purchaser department who is authorized to take the delivery of machine(s) shall be informed to the successful bidder through the supply order placed for the supply of machine(s).

- b) The 20% payment of total bill along with EMD deposit will be released to bidder after one month from the date of completion of training to trainers at site and on submission of Indemnity Bond by the successful bidder for rendering services during warranty period and maintenance period.
- c) The remaining 10% payment will be retained and shall be released against submission of Performance Bank Guarantee by the successful bidder of equal value of 10% till the period of five years from the date of commissioning.

**27. Causes of Rejection of Tender:**

- a) While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected.
- b) If any Bidder stipulates any condition of his own, such conditional tender is liable to be rejected.

**28. Claims:**

- a) If the material supplied are found to be off 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 machine/equipment and/or to claim for compensation from bidder. The bidder shall reimburse to purchaser, the claim lodged in writing within 15 (fifteen) days of its demand. The bidder shall also compensate for losses, if any, sustained by purchaser due to defective packing and/or wrong marking of the machine/equipment.
- b) The bidder shall be responsible for arranging the rejected machine/ equipment to be removed at his cost from purchaser premises.

**29. Address for communication:**

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

The Chief General Manager,  
NSIC- Technical Services Centre,  
Okhla Industrial Estate, New Delhi-110020

**30. Force Majeure:**

In the event of any unforeseen circumstances directly interfering with the supply of goods/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 Bidder shall, within a week 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.

**31. 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 or against law against fraud and corruption then their firms may be blacklisted.

**32. Jurisdiction:**

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

*We confirm with our acceptance to the instructions (S. No. 1 to 32 above) as given above.*

**BIDDER'S NAME & SIGNATURE WITH SEAL**

*These duly signed "Instructions to the Tenders" as under shall be attached with technical bid of the tender as a mark of acceptance of bidder and any tender not confirming the instructions as under is liable to be rejected.*

**ANNEXURE-A**

**Details of requirements and technical specifications of machine**

1. Name of the Machine: Rockwell Hardness Tester
2. Preliminary test force: 98.07 N
3. Test force (N): 588.4 , 980.7, 1471
4. Standard of conformity: ISO6508-2
5. Hardness Display: Analog
6. Resolution: 0.5HR graduation
7. Preliminary test force: Automatic pre-setting dial gauge
8. Total test force switching: Weight change
9. Total test force load operation: Motor driven, Button start
10. Test force duration: Fixed, 3-5.5 sec
11. Max. Specimen height: 180mm
12. Max. Specimen depth: 165mm
13. Power supply: 240V.

Accessories:

1. Diamond indenter
2. Steel ball indenter – 1/16" ball
3. Steel ball
4. Flat anvil
5. V- anvil
6. Hardness test block
  - a. 60-65 HRC -1 No.
  - b. 30-35 HRC – 1 No.
  - c. 90-95 HRB – 1 No.

Note: All accessories which are necessary to run the machine has to be supplied along with the machine.



**ANNEXURE -B**

**(Undertaking from Bidder on their official stationery)**

To,  
The Chief General Manager  
NSIC Technical Services Centre,  
Okhla Industrial Estate, New Delhi-110020

Sir,

Subject: Undertaking for the participation in the tender No. NSIC/TOOL ROOM/2016-17/94 (77E) due for opening of technical bid on 6th, October 2017.

Dear Sir,

HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

1. Notice Inviting Tender
2. Instruction To The Tenderer
3. Technical Specifications of machine (Annexure-A)
4. Annexure – C (Technical Bid)
5. Annexure – D (Commercial Bid)

I/We .....do hereby submit the above tender in prescribed formats duly completed in all respects in accordance with the conditions applicable. If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions in the tender documents

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/We have carefully followed the instructions and I/We have understood the existing system of supply at the location(s) of purchaser including the scope and nature of duties expected from the Bidder.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the purchaser based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

I/ We declare that our unit has never made any default in supplying the machine/ equipment to Government / Semi Government/ Central or State Public sector enterprise(s) in terms of quality and financial agreed supply conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address furnished herein.

.....  
.....

I/We fully understand the terms and conditions in the tender documents.  
I/We understood that the purchaser is not bound to accept any proposal that it may receive without assigning any reason.

Dated this.....day of.....2017

Authorized Signatory  
Seal:

**ANNEXURE-C**

FORMAT & REQUIREMENTS FOR SUBMITTING TECHNICAL BID

1. **Tender Ref. No:** NSIC / TOOL ROOM / 2016-17 / 94 (77E)
2. **Name of Bidder:** .....
3. **Complete office address of Bidder:** .....
4. **Tender fee payment details** (if tender document downloaded from website)  
Details of DD/RTGS/NEFT by which tender fee paid.....
5. **Confirmation of acceptance of Technical Specifications for the supply of machine:**

#	Technical Specifications	Acceptance to the Specification as placed at Annexure-A and agreed to supply with required Quantity (write YES/ NO only)	If marked "NO" in the column before, specify the deviation in specification of the machine offered for the supply.
1.	Preliminary test force: 98.07 N		
2.	Test force (N): 588.4 , 980.7, 1471		
3.	Standard of conformity: ISO6508-2		
4.	Hardness Display: Analog		
5.	Resolution: 0.5HR graduation		
6.	Preliminary test force: Automatic pre-setting dial gauge		
7.	Total test force switching: Weight change		
8.	Total test force load operation: Motor driven, Button start		
9.	Test force duration: Fixed, 3-5.5 sec		
10.	Max. Specimen height: 180mm		
11.	Max. Specimen depth: 165mm		
12.	Power supply: 240V.		
13.	Accessories:		
a	Diamond indenter		
b	Steel ball indenter – 1/16" ball		
c	Steel ball		

d	Flat anvil		
e	V- anvil		
f	Hardness test block		
g	a. 60-65 HRC -1 No.		
h	b. 30-35 HRC – 1 No.		
i	c. 90-95 HRB – 1 No.		
j	Note: All accessories which are necessary to run the machine has to be supplied along with the machine.		

**6. Confirmation for supply to the location:**

#	Details	Location
		New Delhi
1	Tentative quantity required	1
2	Consent to supply: (write YES/ NO only)	

**7. EMD payment details** (Not applicable if the bidder is holding valid registration/ exemption certificate, as per Para 12 (c) of Instruction to Tenderers): Details of DD/RTGS/NEFT by which EMD paid .....

The EMD of Rs. 12,500/- (Rupees Twelve Thousand Five Hundred Only) for New Delhi location shall be submitted.

**8. PAN of bidder** (self-attested copy to be enclosed) .....

**9. GSTIN registration number of bidder** (self-attested copy to be enclosed) .....

**10. Delivery period after receipt of supply order from purchaser:** (The purchaser interested for complete delivery of machine by the bidder within sixty (60) calendar days from the date of issue of supply order. However, the bidder have an option to submit the best delivery time, but in any case the delivery should be before 90 days from the date of issue of supply order by purchaser. Delivery to be completed in number of days ..... (Calendar Days In figure) ..... (Calendar Days in words) for delivery from the date of issue of supply order by purchaser.

**11. Details of address with contact details from where the bidder planned to offer After Sales Services during the Warranty & after warranty Maintenance period :**

#	Location
	New Delhi
	Details of address of bidder for rendering 'After Sales Services'

**12. Details of address with contact details for at least three (03) purchaser to whom the bidder supplied similar machine in the last five (05) years and machine shall be in operations to the satisfaction of buyer for the last three (03) years:** *The format for submission of details for at least three purchaser are as under: (the bidder can furnish details of even more than three purchaser)*

- a. Address of Purchaser with contact details (email and phone no.): .....
- b. Details of order for supply placed to bidder: .....
- c. Description and quantity of ordered equipment: .....
- d. Value of order in rupees: .....
- e. Date of completion of delivery: .....

***(The purchaser shall have liberty to contact any or all of purchaser to assess the performance of machine supplied by bidder)***

**13. Documents - Details to be enclosed with the Technical bid by bidder are as under:**

- a) In case the bidder is Original Equipment Manufacturer, the bidder to submit a self-declaration on their letter-head, confirming that they are regular in manufacturing & supplying the similar machines, as asked in this tender, for the last Ten (10) years.
- b) In case the bidder is Authorized Distributor of OEM / Authorized Dealer of OEM, the bidder to attach self-certified valid authorized Distributorship / Dealership license from Original Equipment Manufacturer who should have valid ISO Certificate and shall be engaged in regular manufacturing and supply of similar machine for the last ten (10) years.
- c) The Original Equipment Manufacturer shall attach the self-certified copy of valid ISO Certificate for their establishment.
- d) In case the bidder is Authorized Distributor of OEM / Authorized Dealer of OEM, the bidder to attach the self-certified copy of valid ISO Certificate of their OEM.
- e) To avail benefit of Public Procurement Policy by SC/ST Micro & Small Enterprises, the requirement of documents to substantiate their claim (As per Para 13 of this tender) shall be submitted with Technical Bid.
- f) Undertaking as per annexure-B on official stationery.
- g) Duly signed all pages of "Instructions to Tenderers" of the tender document as a mark of acceptance.
- h) The letters substantiating performance from at least three (03) other purchasers, to whom, the similar machine supplied by the bidder in last five (05) years, wherein, the machine shall be in operation to the satisfaction of buyer for the last three (03) years, to access performance of the machine supplied by your organization.
- i) Technical Literature of machine(s) with particular reference to the model of machine proposed to supply against this tender along with reference of website to assess the further features.
- j) Authorization letter in favor of personnel to sign the tender behalf of bidder.

- k) Self-certified copy of valid certificate for claiming EMD exemption.
- l) Self-certified copy of valid certificate for claiming Tender Fee exemption.
- m) Self-attested copy of valid GSTIN registration.
- n) Self-attested copy of valid PAN.
- o) The Bidders shall furnish complete Technical details of machine/equipment/material for the machine offered to supply through the participation of this tender (use separate sheet to elaborate the details of technical specifications such as Measuring Range/Size, Least Count/Resolution, Accuracy, Materials used, Accessories, Tools, Spares etc.).
- p) To submit all supporting information with respect to the technical data, drawings or booklets of product. Any product brief, test certificates available may be enclosed.

I/We as bidder certify that:

- a. The tender shall remain valid for acceptance for 90 days from the date of opening the Technical Bid of the tender.
- b. Agree to offer services for onsite comprehensive warranty on the machine(s) supplied through this tender.
- c. Agree to offer services for maintenance contract for the next three (03) years for the machine(s) supplied through this tender.
- d. Agree to impart onsite training to the designated personnel of purchaser for 10 working days.
- e. No price of any Machine/ Equipment/ Spares/ Accessories shall be given in Technical Bid.
- f. All above machines should be provided with safety features/ curtains/enclosure etc. wherever applicable.
- g. Units should certify that all consumables, electrical and electronic parts of the product conform to national/ international standard(s).

Name & Signature of the authorized bidder with stamp  
Contact details of authorized person of bidder who have signed the tender.

Name.....  
Designation.....  
Phone (office).....  
Phone (Mobile).....  
E mail.....

**Annexure –“D”**

**FORMAT FOR SUBMISSION OF COMMERCIAL BID**

1. Tender Ref. No: NSIC/TOOL ROOM/2016-17/94 (77E)
2. Name of the Bidder: .....
3. The financial offer to execute the supply as per the tender:

**a. Supply of Machine to New Delhi location:**

#	Details	Unit Price of Machine before taxes & duties of single unit (In Rs.)	Quantity to be supplied (In No.)	Total Price of Machine before taxes & duties (Multiply column no 2 and 3) (In Rs.)
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
a.	Offered financials for the Supply, Installation, and Commissioning at site & Training to trainers with commitment to offer on site after sales Services in the period of Warranty and maintenance contract for the machine offered to supply, as agreed in technical bid of the tender no. NSIC/TOOL ROOM/2016-17/94(77E)			
b.	Total Price of Machine before taxes & duties for the supply of total quantity as detailed at row 'a' above to the location at New Delhi, (Row a) (In Rs.)			
c.	Total Price of Machine before taxes & duties for the supply of total quantity as detailed at row 'a' above to the location at New Delhi, location (Row a) (In words) .....			

The following to be noted while submitting financial details for the supply of machine to the individual location:

- a. The Purchaser shall compare the “Unit Price of Machine before Taxes & Duties” of all the responsive bids to determine the lowest bid for a location.
- b. The bidder shall note that they are not supposed to put any Taxes & Duties amount in the Commercial Bid. However, after the supplies, they have to issue the invoice indicating the Price of machine as quoted in the Commercial Offer and thereafter specify the Taxes as applicable at the time of delivery. The Purchaser shall pay total amount which includes the unit price of machine as well as the taxes and duties as applicable at the time of delivery.
- c. The Total Cost quoted above should be inclusive of Basic Price, Transportation, Incidental Services (including Insurance, Loading/ Unloading, Packing & Forwarding charges etc.), Installation & Commissioning, Demonstration & Training, on-site warranty and maintenance contract.
- d. The Purchaser is authorized to ask the evidence from bidder to counter-check that the taxes & duties as claimed by the bidder at the time of issue of invoice after the supply of machines.

- e. The bidder will not be entitled to any increase in Unit Price of the machine before Taxes & Duties occurring during the period of delivery even if there is delay in supplies / completion attributed to him.
- e) The "Unit Price of the machine before Taxes & Duties" should be inclusive of all costs involved for the delivery to the destination(s) which include the cost of Installation & Commissioning at destination, Training to the local trainer (as detailed at Para 4(d) of "Scope of Supplies" of this tender), Cost of services to be provided during Comprehensive Warranty of two years. (Refer Para 4 (e) of "Scope of Supplies" of this tender) and cost of services to be provided in the period of AMC for three years after the expiry of warranty period of two years (Refer Para 4 (f) of the "Scope of Supplies" of this tender.)
- f) No extra payment or revision of "Price of Machine before Taxes & Duties" shall be accepted on account of any discrepancy in nomenclature of items. The Bidder is advised to seek clarification, if any, desired before submitting the tender.
- f. The "Unit Price of the machine before Taxes & Duties" competitiveness shall be given due consideration while analyzing the Commercial Bid.

I/We as bidder certify that:

- a. The tender shall remain valid for acceptance for 90 days from the date of opening the Technical Bid of the tender.
- b. Agree to offer services for onsite comprehensive warranty on the machine(s) supplied through this tender.
- c. Agree to offer services for maintenance contract for the next three years for the machine(s) supplied through this tender.
- d. Agree to impart onsite training to the designated personnel of purchase for 10 working days
- e. Agree to three (03) sets of the Installation, Operation, Maintenance, and Training Manuals with machine.
- f. Agree that the offer price is valid for a period of 90 days from the date of opening of technical bid of this tender.

Further confirm that we agree with the terms and conditions specified in "Instructions to Tenderers" and if selected, the execution of supplies would be made in compliance.

Name & Signature of the authorized bidder with stamp  
Contact details of authorized person of bidder who have signed the tender.

Name.....

Designation.....

Phone (office).....

Phone (Mobile).....

E mail.....