



Tender Ref. No.:

NSIC-TSC (A)/ATI/2019-20/25

TENDER DOCUMENT

for

Supply, Installation & Commissioning of Portable Leeb Hardness Testing Machine (For Material Testing Laboratory)

The National Small Industries Corporation Limited

(A Government of India Enterprise)

A-1, Industrial Estate, Aligarh, Uttar Pradesh – 202001.

Tel No.: 0571-2408910, 2400364, 2403552

Email: ntsecalig@nsic.co.in

Website: www.nsic.co.in

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NOTICE INVITING TENDER

The NSIC Technical Services Centre, Aligarh invites sealed tender in two bid system (Technical & Commercial bid in two separate envelopes) for the Supply, Installation, Commissioning on site & Training on Operation(s) & Maintenance of **Portable Leeb Hardness Testing Machine**.

The details are summarized below: -

| | | |
|----|---|---|
| a) | Tender number | Reference number for inviting bids through this tender is NSIC-TSC (A)/ATI/2019-20/25 |
| b) | Eligible Bidder | Original Equipment Manufacturers / Authorized Distributors of OEM / Authorized Dealers of Original Equipment Manufacturer (as per the eligibility details placed in the tender at Para 2 of " Instructions to the Tenderers "). |
| c) | Purchaser | The NSIC-Technical Service Centre (A Government of India Enterprise) which is one of the Technical Centre of National Small Industries Corporation. |
| d) | Usage of Machine | The purchaser would place the machine in their training centre and shall be utilized for imparting skill/ entrepreneurship development training and rendering services to the industries. |
| e) | Scope of Tender | Supply, Installation, Commissioning & Training to trainers, Comprehensive Warranty of 2 years + Maintenance Contract of 3 years after expiry of warranty. |
| f) | Specification/ Details of machine | The detailed specifications of machine are specified in tender and placed at Annexure-A . |
| g) | Web page for details of tender | Web page: http://www.nsic.co.in/tenders.asp The prospective bidders are advised to visit the website periodically for any update in respect of this tender. No separate advertisement/communication will be sent to the individual and/or parties. |
| h) | Locations of supplies | The machine(s) is/are proposed to be supplied at NSIC Technical Services Centre, A-1, Industrial Estate, Near ITI Road Police Chowki, Aligarh – 202001, Uttar Pradesh. |
| j) | Earnest Money Deposit (EMD) along with Tender | Interest free EMD of Rs. 3000/- (Rupees Three Thousand Only) for Aligarh location shall be submitted in the form of D.D. in favour of " The National Small Industries Corporation Ltd. " payable at Aligarh and to be placed in the Technical Bid envelope while submitting the tender. Alternatively, EMD can be submitted through Online Banking Mode for which the details are given below in "Instructions to Bidders" section. |

| | | |
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| | | UTR No. and date of the online banking transaction on letter head of the bidder is to be submitted in the Technical Bid envelope while submitting the tender. |
| k) | Exemption from the payment of EMD and Tender fee | The exemption for the payment of EMD as well as tender fee will be applicable under Rule 170 & 173 of general Financial Rules (GFR), 2017 for Micro & Small Enterprises (MSEs) as per the "Public Procurement Policy for Micro & Small Enterprises Order 2012". To claim the exemption, self-certified copy of valid certificate / proof of registration for the goods for which this tender floated, must be enclosed with Technical Bid. |
| l) | Security Deposit | The successful bidder has to submit interest free security deposit amount to the value equalling to 10% (Ten percent) of the total value of order within five working days from the date of issue of Purchase Order by Purchaser. |
| m) | Cost of Tender Documents | <p>The tender document can be collected from the office of the Deputy General Manager, NSIC Technical Services Centre, A-1, Industrial Estate, Near ITI Road Police Chowki, Aligarh - 202001 in between the period from 09.01.2020 to 30.01.2020 (Except Saturday & Sunday) between 10:30 hours to 15:00 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 "The National Small Industries Corporation Ltd." payable at Aligarh.</p> <p>Alternatively, tender form can be downloaded from our website www.nsic.co.in from 09.01.2020 to 30.01.2020. In case the tender is downloaded for submission of offer, the tender fee of Rs. 1180/- in form of demand draft in favour of "The National Small Industries Corporation Ltd." payable at Aligarh shall be enclosed with Technical Bid of the tender while submitting the tender or through Online Banking for which details are given below in "Instructions to Bidders" section.</p> |
| n) | Last date of submission of tender | <p>Tender must be delivered to the address below on or before 30.01.2020 up to 15:00 hours. The bids received after the due date and time shall be rejected.</p> <p>The Deputy General Manager (DGM), NSIC-Technical Services Centre, A-1, Industrial Estate, Aligarh - 202001.</p> |

| | | |
|----|--|--|
| o) | Date of opening of Technical Bid (Envelope-1) | The technical bid for the tender shall be opened on 30.01.2020 at 16:00 hours at the address as under: The Deputy General Manager (DGM), NSIC-Technical Services Centre, A-1, Industrial Estate, Aligarh – 202001. |
| p) | Date of opening of Commercial Bid (Envelope-2) | The date for opening second envelope containing Commercial Bid will be intimated to the technically qualified bidders separately. |

Note: In case of any further details required, the same can be collected from the office of The Deputy General Manager (DGM), NSIC-Technical Services Centre, A-1, Industrial Estate, Aligarh – 202001 from 09.01.2020 To 30.01.2020 (except Saturday & Sunday) between 10:30 hours to 15:00 hours.

Deputy General Manager (DGM),
NSIC-Technical Services Centre,
A-1, Industrial Estate, Aligarh – 202001.

INSTRUCTIONS TO THE TENDERERS

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

1. Abbreviations:

Throughout this tender document, 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-TSC (A)/ATI/2019-20/25
- 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 bidder.
- 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 Manufacturer and to be engaged in regular supply of similar machines for the last ten (10) years. The OEM shall have ISO certificate. Also the authorised Distributor/Dealer shall be associated with OEM on the basis of which the said tender is participating, for the last three years. The Bidder shall enclose the copies to substantiate their engagement in supplies for the goods for which the above said tender is being issued, for the last ten years and associated with OEM for the last three years. The copy of the same to be enclosed in Technical bid while submitting the tender.

- d) The intending bidder had never made any default in supplying the machine/equipment to Government / Semi Government/ Central or State Public sector enterprise(s) for any reasons in the last five years.

3. 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 minimum requirements of tender, however higher specifications of machine may be considered subject to their cost economics i.e. competitiveness in financial terms for the location(s) of supply.
- c) After the supply of machine as mentioned in the Annexure A, the bidder has to execute its installation & commissioning in the designated site(s) at the location. No extra cost shall be paid for this purpose.
- d) After the installation & commissioning of machine i.e., **Portable Leeb Hardness Testing Machine**, the training to the local trainers shall be given for five (05) 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 the 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 minimum 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 comprehensive warranty period of two years without asking for any additional financial charges from purchaser.
- g) The purchaser shall inform the colour of the machine to be supplied against the above order while issuing the purchase order and bidder has to comply.

4. Location of supplies:

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

| # | Location | Address for supplies |
|---|------------------|---|
| 1 | NSIC-TSC Aligarh | A-1, Industrial Estate, Near ITI Road Police Chowki, Aligarh – 202001, U.P. |

- b) The bidder is free to inspect the location(s) in the premises before submitting the bid under this tender.

5. 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.

6. Delivery

- a) The purchaser expects the completion of delivery of machine by the bidder within Sixty (60) calendar days from the date of issue of supply order at the location(s). However, the bidders have an option to submit the best delivery time while submitting the Technical Bid, but in any case, the delivery should be completed before 90 days from the date of issue of supply order by purchaser.
- b) The machine/equipment shall be inspected by the purchaser on receipt at site and bidder shall be responsible for any damage during the transit of machine/equipment. The purchaser shall not be responsible for any damage due to any reason during the transportation of machines/equipment to the designated site of the purchaser.
- c) The successful bidder shall not be allowed for 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 within 30 days from the date of arrival of goods at destination shall notify the bidder of any loss or damage to the goods.

7. Comprehensive Warranty

- a) The successful 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) 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 with original spares only without asking for any charges.
- c) The successful bidder shall have to visit the location at which the machine supplied once in a quarter as a "Preventive maintenance service" to check the working of hardware & software of machine, associate systems, efficiency of operational areas etc., during the warranty period.
- d) During the warranty period, expert(s) shall be deputed at site by the successful bidder within two working days from the date of request from purchaser, to rectify and fixing the defects/malfunctioning of machine at the location where machine(s) supplied within next three working days. The cost of deputation of expert(s) and any other associated expenditure to attend the rectification/fixing of fault shall be borne by the bidder.

- e) In case the successful bidder is not able to rectify the fault within the period of three days, the Purchaser has authority to demand for demurrages because of loss to purchaser due to "under repair" situation for the machine.

8. Three Years Maintenance Contract

- a) The bidder shall cover the machine(s) under Maintenance Contract for three (03) years after the expiry of comprehensive warranty period of two years without claiming any additional financial charges from purchaser. The commercial / financial bid for the machine(s) shall be quoted accordingly.
- b) The bidder shall have to visit the location at which the machine supplied once in a quarter as a "Preventive maintenance service" to check the working of hardware & software of machine, associate systems, efficiency of operational areas etc., during the three years maintenance period. The parts, if any, to be replaced or change shall be purchased by purchaser.

9. 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 two working days to attend the service call received in writing from purchaser during the warranty period as well as Maintenance Contract Period.

10. 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

11. Tender documents:

- a) The tender document can be collected from the office of The Deputy General Manager, NSIC Technical Services Centre, A-1, Industrial Estate, Near ITI Road Police Chowki, Aligarh-202001 in between the period from **09.01.2020 to 30.01.2020** (Except Saturday & Sunday) between 10:30 hours to 15:00 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 '**NSIC Ltd.**' payable at Aligarh.

Alternatively tender form can be downloaded from our website www.nsic.co.in from **09.01.2020 to 30.01.2020**. 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.**' payable at Aligarh 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. | State Bank of India | 10182090059 | SBIN0003346 |

The bidder is requested to attach the UTR No. / 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/ corrigendum. The prospective bidders are advised to visit the Website for any update in respect of this tender.

12. 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 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, consider civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.

13. Earnest Money & Tender Fees:

- 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.", or online banking mode, 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." along with the Technical Bid of the tender documents. Tender fee is non-refundable. The option for payment of EMD/Tender fees by RTGS/NEFT is also available and bank details of purchaser, are as under:

| ACCOUNT NAME | BANK NAME | BANK A/C NO. | BANK IFSC CODE |
|--------------|---------------------|--------------|----------------|
| NSIC Ltd. | State Bank of India | 10182090059 | SBIN0003346 |

The bidder is requested to attach the UTR No. /Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

- c) The exemption for the payment of EMD as well as tender fee will be applicable under Rule 170 & 173 of general Financial Rules (GFR), 2017 for Micro & Small Enterprises (MSEs) as per the "Public Procurement Policy for Micro & Small Enterprises Order 2012". To claim the exemption, self-certified copy of valid

certificate / proof of registration for the goods for which this tender floated, must be enclosed with Technical Bid.

- d) The Purchaser shall not be liable for payment of any interest on EMD/Tender fees.
- 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 released along with 20% payment schedule, as per payment terms mentioned at Para 28 of "Instructions to the Tenderers".

14. Security Deposit:

- a) The successful bidder has to submit interest free security deposit amount to the value equalling to 10% (ten percent) of the total value of order which includes basic price + GST, within five working days from the date of issue of purchase order by the purchaser for supply by bidder.
- b) The security deposit will be returned to the successful bidder along with 20% payment schedule, as per payment terms mentioned at Para 29 of "Instructions to the Tenderers".

15. 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 Deputy General Manager, NSIC Technical Services Centre, A-1, Industrial Estate, Near ITI Road Police Chowki, Aligarh - 202001 and the said bigger envelope shall contain two sealed envelopes, each containing, Technical & Commercial bids, respectively. The bigger envelope must be super-scribed "Tender for Supply, Installation and Commissioning of Portable Leeb Hardness Testing Machine" 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 Portable Leeb Hardness Testing Machine" - Technical Bid*.

Envelope No-2: *The said envelope is for Commercial Bid & shall be super-scribed as "Tender for the Supply, Installation, Commissioning of Portable Leeb Hardness Testing Machine"- 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.

16. Financial Bid Submission:

- a) Bidder shall take into account of all costs including Packing, Freight, Transportation, Insurance Cost including unloading of machine at the location of the purchaser for giving delivery of material at site as detailed at Para 4 of "Instructions to the Tenderer" before quoting the "Price of Machines before GST" in the Commercial Bid.
- b) The "Price of Machine before GST" shall remain firm & inclusive of all costs involved for the delivery to the destination(s) including the cost mentioned in Para 16(a) as above, also include the cost of Installation & Commissioning at destination, Training to the local trainers (as detailed at Para 3(c & d) of "Scope of Supplies" of this tender), Cost of services to be provided during Comprehensive Warranty of two years. (Refer Para 3(e) of "Scope of Supplies" of this tender) and cost of services to be provided in the period of Maintenance contract for three years after the expiry of warranty period of two years (Refer Para 3 (f) of the "Scope of Supplies" of this tender.)
- c) No extra payment or revision of "Price of Machine before GST" 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 GST" shall be considered till the supplies are completed to the designated location(s).

17. Last date of submission of Tender:

- a) The tender should reach the Office of The Deputy General Manager, NSIC Technical Services Centre, A-1, Industrial Estate, Near ITI Road Police Chowki, Aligarh – 202001 by **30.01.2020 up to 15:00** 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.

18. Rights of Purchaser:

- a) It may be noted that "The Deputy General Manager, NSIC Technical Services Centre, Aligarh (U.P.) – 202001" 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 neither the bidder has right to ask for so.

- b) 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.

19. Opening of Technical Bid:

- a) The **technical bid** of tenders will be opened at NSIC Technical Services Centre, A-1, Industrial Estate, Near ITI Road Police Chowki, Aligarh - 202001 on **30.01.2020** at **16:00 hours**. The Bidder or their authorized representative (One person only) may be present at the time of opening of the tender.

20. 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.

21. 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.

22. Evaluation of Bids:

- a) If there is discrepancy between the amount quoted in Commercial Bid in the column "Unit Price of Machine before GST" and the amount reflected in column "Total price of Machine(s) before GST" which is the multiplication of quantity offered for supplies with "Unit Price of Machine before GST", the "Unit Price of Machine before GST" shall prevail. Accordingly, the Total price of Machines before GST 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 shall compare the "Unit Price of Machine before GST" of all the responsive bids to determine the lowest bid for a particular location.
- g) The bidder shall note that they are not supposed to put any GST amount in the Commercial Bid. However, after the supplies, they have to issue the GST invoice indicating the Price of machine as quoted in the Commercial Offer and thereafter specify the GST as applicable at the time of delivery. The Purchaser shall pay total amount which includes the unit price of machine as well as the GST as applicable at the time of delivery.
- 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 machines.

23. 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 supply order issued, based on his/her offer (bid) 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.

24. Security Deposit Forfeit:

The security deposit will also be forfeited in following cases:

- i. If the bidder fails to accept, the supply order issued, based on his/her offer (bid) 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.

25. 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).

26. Pre-dispatch Inspection:

- a) A pre-dispatch inspection by 3rd 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.
- b) In case during inspection by the inspection team of purchaser find some areas needs to be attended by bidder and/or test reports asked, the purchaser has to complete the findings of inspection team within 10 days & confirm in writing to purchaser. If need be the re-inspection would be carried out at the cost & expenses of bidder.

27. 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 have full right not to 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.

28. 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 @2% 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 and Security Deposit will be forfeited and bidder will be debarred from participation in any future tenders. Also purchaser has full right to ask for demurrages even after adjustment of EMD & security deposit from the bidder because of delay in supplies, as agreed.

- 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.
- c) The post-delivery activities i.e. Installation, Commissioning, Training to Trainers etc. shall be started with 7 days from the date of receipt of machines at site by the purchaser.

29. 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 and Security 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.

30. 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.

31. 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.

32. Address for communication:

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

The Deputy General Manager,
NSIC Technical Services Centre,
A-1, Industrial Estate, Near ITI Road Police Chowki, Aligarh – 202001
Email: ntsecalig@nsic.co.in,
Ph. No. – 0571-2408910 / 2400364 / 2403552

33. 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.

34. 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, cartelisation or against law on fraud and corruption then their firms may be blacklisted.

35. Jurisdiction:

In the event of any dispute the legal matter shall be subjected to the jurisdiction of Aligarh 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

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

ANNEXURE-A

Details of requirements and technical specifications of machines

NAME OF MACHINE: PORTABLE LEEB HARDNESS TESTING MACHINE

| # | Description | Specifications |
|----|------------------------------------|--|
| 1 | Hardness Scale | HL, HB, HRB, HRC, HRA, HV, HS |
| 2 | Memory | 48 600 groups impact times: 32 1 |
| 3 | Measuring range | HLD 170 960 |
| 4 | Accuracy | ±4 HLD (760±30 HLD) error of displayed value 4 HLD (760)30 HLD repeatability of displayed value |
| 5 | Standard Impact Device | D |
| 6 | Optional Impact Device | DC/D+15/G/C/DL |
| 7 | Max. Work piece Hardness | 996 HV (For Impact Devices D/DC/DL/D+15/C) 646HB (For Impact Device G) |
| 8 | Min. Radius of Work piece | R min = 50mm (with special support ring R min=10mm) |
| 9 | Min. Work piece weight | 2~5 kg on stable support 0.05~2 kg with compact coupling |
| 10 | Min. Work piece thickness | 5 mm (Impact Devices D/DC/DL/D+15 1 mm (Impact Device C) 10 mm (Impact Device G) |
| 11 | Min. thickness of hardened surface | 0.8 mm |
| 12 | Power | AA Battery |
| 13 | Continuous Working time | Approx. 100hr |
| 14 | Charging time | 2-3.5 hrs |
| 15 | Operating temperature | 0~40°C |
| 16 | Relative humidity | ≤90% |

Accessories:

- 1) Main Unit – 01 No.
- 2) Impact Device Type D – 01 No.
- 3) Test Block Type D – 01 No.
- 4) Cleaning brush – 01 No.
- 5) Supporting Ring – 01 No.
- 6) Communication cable – 01 No.
- 7) Carrying case – 01 No.
- 8) Data pro software (USB) – 01 No.
- 9) Battery case tool – 01 No.
- 10) Mini-printer – 01 No.

NOTE:

Accuracy and Calibration:

The Machine shall be controlled by precision, accuracy and reliable calibration during every stage of manufacturing. The machine must be calibrated in accordance with Indian Standard IS 1828 (Part 1) - 2005 or latest for grade 1. The Calibration of machine must be carried out as per NABL and/ or ISO/ IEC 17025-2005 accreditation. The calibration certificate (with bearing the logo of accreditation body) of the machine shall be submitted with the machine.

The above list of standard accessories are tentative and the bidder shall have authority to supply additional accessories as they deemed fit for the successful operation of the machine after the supply at site.

ANNEXURE -B

(Undertaking from Bidder on their official stationery)

To,
The Deputy General Manager,
NSIC Technical Services Centre, A-1, Industrial Estate,
Near ITI Road Police Chowki, Aligarh - 202001

Sir,

Subject: Undertaking for the participation in the tender No. NSIC-TSC (A)/ATI/2019-20/25 due for opening of technical bid on 30.01.2020.

Dear Sir,

HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

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

I/Wedo 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 fulfil 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 read and 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) for any reasons in the last five years.

Any notice required to be served on me/us shall be sufficiently served on me/us through email or 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.....2019

Authorized Signatory
Seal:

ANNEXURE-C

FORMAT & REQUIREMENTS FOR SUBMITTING TECHNICAL BID

1. **Tender Ref. No:**
2. **Name of Bidder:**
3. **Complete office address/contact numbers/Email ID/Mobile Number 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. | Hardness Scale | | |
| 2. | Memory | | |
| 3. | Measuring range | | |
| 4. | Accuracy | | |
| 5. | Standard Impact Device | | |
| 6. | Optional Impact Device | | |
| 7. | Max. Work piece Hardness | | |
| 8. | Min. Radius of Work piece | | |
| 9. | Min. Work piece weight | | |
| 10. | Min. Work piece thickness | | |
| 11. | Min. thickness of hardened surface | | |
| 12. | Power | | |
| 13. | Continuous Working time | | |
| 14. | Charging time | | |
| 15. | Operating temperature | | |
| 16. | Relative humidity | | |

Accessories:

- 11) Main Unit – 01 NO.
- 12) Impact Device Type D – 01 No.
- 13) Test Block Type D – 01 No.
- 14) Cleaning brush – 01 No.
- 15) Supporting Ring – 01 No.
- 16) Communication cable – 01 No.
- 17) Carrying case – 01 No.

- 18)Data pro software (USB) – 01 No.
19)Battery case tool – 01 No.
20)Mini-printer – 01 No.

NOTE:

Accuracy and Calibration:

The Machine shall be controlled by precision, accuracy and reliable calibration during every stage of manufacturing. The machine must be calibrated in accordance with Indian Standard IS 1828 (Part 1) - 2005 or latest for grade 1. The Calibration of machine must be carried out as per NABL and/ or ISO/ IEC 17025-2005 accreditation. The calibration certificate (with bearing the logo of accreditation body) of the machine shall be submitted with the machine.

The above list of standard accessories are tentative and the bidder shall have authority to supply additional accessories as they deemed fit for the successful operation of the machine after the supply at site.

6. Confirmation for supply to the location:

| # | Details | Location |
|---|---|--------------|
| | | NTSC Aligarh |
| 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 13 (c) of Instruction to Tenderers): Details of DD/RTGS/NEFT by which EMD paid

The **EMD of Rs. 3000/- (Rupees Three Thousand Only)** for NSIC-Technical Services Centre, Aligarh 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 is expected to complete delivery of machine by the bidder within sixty (60) calendar days from the date of issue of supply order. However, the bidder has 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 |
|---|---|
| Details of address of bidder for rendering 'After Sales Services' (Please provide address of Service Centres on Official letterhead) | NSIC Technical Services Centre, A-1, Industrial Estate, Near ITI Road Police Chowki, Aligarh - 202001 |

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)

- Address of Purchaser with contact details (email and phone no.):
- Details of order for supply placed to bidder:
- Description and quantity of ordered equipment:
- Value of order in rupees:
- 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:

- In case the bidder is Original Equipment Manufacturer, the bidder to submit 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.
- 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 and shall be engaged in regular manufacturing and supply of similar machine for the last ten (10) years & engaged with the present OEM for the last three years for which this tender is participating.
- The Original Equipment Manufacturer shall attach the self-certified copy of valid ISO Certificate for their establishment.
- 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.
- To avail benefit of Public Procurement Policy by SC/ST Micro & Small Enterprises, the requirement of documents to substantiate their claim (As per Para 5 of this tender) shall be submitted with Technical Bid.
- Undertaking as per annexure-B on official stationery.
- 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 favour of personnel to sign the tender on 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) In case EMD paid through online banking system, the details of UTR Number and date shall be submitted.
- p) In case the tender downloaded from website, then either the Demand Draft towards tender's fees or UTR number and date for the transfer of tender fees shall be enclosed with the technical bid.
- q) 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, software, etc.).
- r) 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) for two years 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 05 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/ stands 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-TSC (A)/ATI/2019-20/25
2. Name of the Bidder:
3. The financial offer to execute the supply as per the tender:

a. Supply of Machine to NSIC-TSC Aligarh location:

| # | Details | Unit Price of Machine before GST of single unit (In Rs.) | Quantity to be supplied (In No.) | Total Price of Machine before GST(Multiply column no 2 and 3) (In Rs.) |
|----|--|--|----------------------------------|--|
| | 1 | 2 | 3 | 4 |
| 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-TSC (A)/ATI/2019-20/25 | | | |
| b. | Total Price of Machine before GST for the supply of total quantity as detailed at row 'a' above to the location at NSIC-TSC Aligarh, (Row a) (In Rs.) | | | |
| c. | Total Price of Machine before GST for the supply of total quantity as detailed at row 'a' above to the location at NSIC-TSC Aligarh 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 competitiveness of bid shall be made on location of supply basis on the evaluation of "Unit Price of Machine before GST".
- b. The Purchaser shall compare the "Unit Price of Machine before GST" of all the responsive bids to determine the lowest bid for a particular location.
- c. The bidder shall note that they are not supposed to put any GST amount in the Commercial Bid. However, after the supplies, they have to issue the GST invoice indicating the Price of machine as quoted in the Commercial Offer and thereafter specify the GST as applicable at the time of delivery. The Purchaser shall pay total amount which includes the unit price of machine as well as the GST as applicable at the time of delivery.
- d. 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 for two years and maintenance contract for three years after warranty period.

- e. 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 machines.
- f. The bidder will not be entitled to any increase in Unit Price of the machine before GST occurring during the period of delivery for any reason.
- g. The "Unit Price of the machine before GST" should be inclusive of all costs involved for the delivery to the destination(s) including the cost of Installation & Commissioning at destination, Training to the local trainer (as detailed at Para 3(c & d) of "Scope of Supplies" of this tender), Cost of services to be provided during Comprehensive Warranty of two years. (Refer Para 3(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 3 (f) of the "Scope of Supplies" of this tender.)
- h. No extra payment or revision of "Price of Machine before GST" 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.
- i. The competing bids of "Unit Price of the machine before GST" shall be given due consideration as the Commercial Bid would be evaluated on the basis of lowest price.

I/We as bidder certify that:

- i. The tender shall remain valid for acceptance for 90 days from the date of opening the Technical Bid of the tender.
- ii. Agree to offer services for onsite comprehensive warranty for two years on the machine(s) supplied through this tender.
- iii. Agree to offer services for maintenance contract for the next three years after warranty period for the machine(s) supplied through this tender.
- iv. Agree to impart onsite training to the designated personnel of purchase for 05 working days
- v. Agree to three (03) sets of the Installation, Operation, Maintenance, and Training Manuals with machine.
- vi. 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.....