**Regional Resource Centre for North East States**

**(Branch of National Health Systems Resource Centre)**

**Ministry of Health & Family Welfare**

**1st Floor, Krivi Square, Jawahar Nagar, Khanapara,**

**Guwahati-781022, Assam**

**Tel. +91-361-2360181, 83**

**Website:** [**www.rrcnes.gov.in**](http://www.rrcnes.gov.in)

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**File Ref:** RRC, NE/Accts & Admin/Tender[8]/2016/264-II **Date: February………, 2023**

**Tender Document-Hiring of Generator Set (45 KVA, 415 Volt, 3 phases power range Silent Diesel Generator set) at RRC, NE office premise**

**Tender Fee –Rs. 200/-**

On behalf of the Director, RRC, NE, the Indenter, Sealed Tenders are invited in TWO BID SYSTEM from reputed and experienced suppliers having experience in similar services provided to any Central / State Govt. organization or a large Public Sector Undertaking or reputed private organization in Assam, strictly subject to the Terms and Conditions of the Contract as notified in the tender document available on the official RRC, NE website www.rrcnes.gov.in. Eligible and interested suppliers may send their Tenders by 26th March,2019 at 10am to **The Director, Regional Resource Centre for North East States (branch of National Health Systems Resource Centre), Ministry of Health & Family Welfare, 1st Floor, Krivi Square, Opp- Assam Administrative Staff College, Jawahar Nagar, Khanapara, Guwahati - 781022.**

**Schedule to the Invitation of Tender:**

|  |  |  |
| --- | --- | --- |
| 1. | Tender document download/Sale date/time | 27th February, 2023 from 10 AM onwards. |
| 2. | Tender document download/sale end date/time | 23rd March, 2023 at 5:30 PM |
| 3. | Last date and time for receipt of bids | 24th March, 2023 at 10:00 AM |
| 4. | Date and time for opening of Prequalification-cum-technical bid | 24th March, 2023 at 10:30 AM |
| 5. | Service to be provided | 45 KVA, 415 Volt, 3 phases power range Silent Diesel Generator set along with generator operator at RRC,NE office premise |
| 6. | PERIOD/EXTENSION OF CONTRACT | One year from the date of signing the contract with an option of extension for a further period at the same rate & terms and conditions subject to provision of satisfactory services at the sole discretion of RRC, NE and continuation of RRC,NE/NHSRC. |
| 7. | Validity of tender offers | 180 days from date of opening of prequalification-cum-technical bid. |
| 8. | Bid Security (EMD)  | Rs. 7016/- |
| 9. | Performance Security (for Finalised Bidder only) | Rs. 17,539/- |

**SERVICES TO BE PROVIDED:**

* + - 1. **Scope of Work**
1. The supplier shall install a silent DG Set of 45 KVA, 415 Volt, 3 phases with all the essential accessories, instruments at the designated place in the office premise of Regional Resource Centre for NE States, Guwahati.
2. All additional wiring and change over switch board etc. will be provided by the supplier. Moreover, good quality silencer pipe will be used for making the smoke out of the building/office premises.
3. The supplier shall take all approval(s) or permission(s) as may be required to be obtained from any regulatory authority/Government department for the installing and operating of DG Set. The proof of the permission/approvals may be shared with RRC, NE.
4. The generator set will be operated as and when electricity fails or when there is low voltage of electricity.
5. The supplier shall procure and make available all the essential lubricant oils (except the diesel to be used as fuel) and other items which are required for smooth functioning of the generator.
6. The supplier shall deploy at its own cost, well trained mechanic from time to time and on need basis, for carrying out periodic service and to repair the DG set if required. The report of such periodic visit shall be submitted to RRC, NE on regular basis
7. The supplier shall deploy at its cost, a well-trained personnel (Generator Operator) to remain on standby during the office working hours and also on days as directed by Director, RRC-NE for operating the generator set. The details of the personnel deployed may be submitted to RRC, NE. The Generator Operator, under no circumstances shall be considered as an employee of RRC, NE. His payments shall be made by the supplier and shall be as per the applicable laws like Minimum wage act & labour law.
8. In case of any accident due to electrical short circuit, negligence in handling, act of God etc, it is the responsibility of the supplier to incur the loss or expenditure. The same applies in case of any injury to the generator operator during his services with the DG Set. As such, RRC, NE shall not be responsible for any such loss or expense.
9. The cost of the fuel for running the generator will be borne by RRC, NE on actual basis based on fuel bills submitted by generator set provider on monthly basis along with the generator rent bill. Official of RRC, NE appointed by Director, RRC-NE shall be in charge of verifying the usage of the generator and requirement of fuel.
10. **Eligibility Criteria**
11. The supplier has been in operation for a minimum period of 3 years in providing similar service. Proof to be submitted should be in the form of Registration / Incorporation Certificate in the name of the supplier submitting the bid or CA’s certificate.
12. Supplier must have a minimum annual turnover of Rs. 5,00,000/- (Rupees Five Lakh Only). A certificate from the Chartered Accountant/Audit Report must be submitted in this regard.
13. The supplier must have an Electrical Supervisor Licence.
14. As the supplier shall be providing a generator operator, the supplier must have a labour licence as well as EPF Registration Certificate.
15. The supplier should have a valid PAN number & GST Registration.
16. The supplier must have an office in Guwahati.
17. The supplier should be able to provide a dedicated team for servicing of the generator set to be provided.
18. **Assessment of proposals**

Proposals received will be assessed by a committee constituted for the purpose. The Committee will technically evaluate proposals of the suppliers as per eligibility criteria of the Tender Document and the financial bid.

RRC, NE will award the contract to the Tenderer whose bid has been determined to be substantially responsive to the tender document and who has offered the lowest monthly rate for providing the generator, provided further that the tenderer has the capability and the resources to carry out the tender effectively. The contract shall not be awarded merely because the rate quoted is low but the competence of the term in relation to managerial capabilities, sustainability, track record, technical soundness etc. shall be given due consideration and the final decision shall depend all these parameters.

1. **Other important information**
2. The award is valid for one year from the date of signing the contract with an option of extension for a further period at the same rate & terms and conditions subject to provision of satisfactory services and at the sole discretion of RRC, NE and continuation of RRC,NE/NHSRC.
3. Unsatisfactory performance of any agency in terms of delays, repeated non participation in bids, withdrawing from bids on opening of financial bids resulting in re-tendering of job, etc. can result in dropping the Agency.
4. The applications should be complete in all respects. Conditional/incomplete applications are liable to be rejected.
5. RRC, NE reserves its right not to accept bids from suppliers resorting to unethical practices or on whom investigation /enquiry proceedings has been initiated by Government Investigating Agencies /Vigilance Cell.
6. Consortium of supplier /Sub-Contract of work are not allowed without prior permission of RRC, NE.
7. RRC,NE will take action as deemed fit in cases of underperformance, submission of erroneous bids, irregularity in participation in RRC,NE’s tender processes / bids, etc. Action taken could include removal of the agency from the empanelled list.
8. The bidder should make available the offered products, if desired, during evaluation of bids for benchmarking of the application submitted.
9. **Tax Deduction at Source:**

Tax deduction at source shall be governed as per prevailing rules.

1. **Penalty Clause:**

Penalty in case of undue delay in execution of work allotted, submission of erroneous tenders, under performance, could be in the form of deduction from the total amount payable to the agency for the work awarded, de-empanelment of the agency or any other action deemed appropriate.

Also, the monthly payment shall be kept at a halt if there is any irregularity in the service (absence of generator operator, regular technical breakdown, failing to give regular servicing of the generator). Such payment shall be released only on satisfactory settlement of the respective issue.

1. **Termination by Default:**

RRC, NE reserves its right to terminate the contract of any agency / agencies in case of change in the Government procedures or unsatisfactory services.

1. **Force Majeure:**

Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of Force Majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure act. Labour dispute or any breakdown of machinery / services at agencies premises shall not constitute Force Majeure.

1. **General Terms & Conditions (GCC)**
2. Original/downloaded tender document shall be duly filled in, signed and stamped by the bidder or his authorized representative.
3. Telegraphic/ Telex/ Fax/ Email and letterhead quotations are not acceptable and will be rejected.
4. The bidder shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in tender document. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvas for the work will prejudice the contractor’s quotation.
5. Offer will be accepted in Two Separate Sealed envelopes super scribed FINANCIAL BID containing Price Schedule (Annexure VII) and Technical Bid containing EMD and other documents respectively (Annexure I-VI). Both the envelope should be enclosed in a separate sealed envelope super **scribed suitably TENDER ENQUIRY FOR HIRING OF GENERATOR SET (45 KVA, 415 VOLT, 3 PHASES POWER RANGE SILENT DIESEL GENERATOR SET) AT RRC, NE**, ADDRESSED to Director, RRC-NE with the address of the company on the bottom left-hand side of the cover.
6. In case the date of opening of tenders is declared a holiday for unexpected reasons, the tenders shall be opened at the same time on the next working day. Also, in case any member of Tender Committee is absent on the date of opening the Tender, the Tender shall be opened on the next working day when all the members of the Tender committee are present.
7. All documents submitted should be self-attested with seal of the bidder.
8. All pages of the bid including all enclosures should be numbered (except printed

leaflets/catalogue) and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.

1. Bidders are requested to see the RRC, NE website [www.rrcnes.gov.in](http://www.rrcnes.gov.in) regularly before due date of submission for any probable corrigendum which could be uploaded subsequently against this tender.
2. The Tender Bids containing terms and conditions can be obtained from the Director, Regional Resource Centre for NE States (Branch of National Health Systems Resource Centre), Ministry of Health & Family Welfare, 1st Floor, Krivi Square, Jawahar Nagar, Khanapara, Guwahati-781022 on a payment of non-refundable Rs. 200/ (Rupees Two hundred only) by DD in favour of **“Regional Resource Centre for North East States” payable at Guwahati** during working hours/working days. The Tender document can also be downloaded from the website [www.rrcnes.gov.in](http://www.rrcnes.gov.in) and when submitted should be accompanied by a DD in favour of **“Regional Resource Centre for North East States” payable at Guwahati** of an amount of Rs. 200/-. Tenders may be sent by registered post/or may be dropped in Tender Box in this office, held at the Reception so as to reach before **10:00 AM on 24th March, 2023**. RRC,NE shall not be responsible for any postal delays.
3. Tenders shall be opened in the presence of tenderers or their authorised representatives if they wish to attend (only 1 rep).
4. **FINANCIAL BID:**

The Financial Bids must be submitted in the prescribed format in the (Annexure-VII) in a separate sealed cover kept inside the main cover. The Commercial Bids of those tenderers who are found technically compliant will be opened on a specified date and time to be intimated to the eligible tenderer only.

1. **Bid Security (EMD)**
2. Each tender must be accompanied by Bid Security / EMD “in original” for an amount of Rs.7016/- (Rupees Seven Thousand and Sixteen Only) in the form of a Pay Order/FDR/ Bank Guarantee in favour of **“Regional Resource Centre for North East States” payable at Guwahati**. EMD should be valid up to 6 months starting from the last date of submission of Tender.
3. The Bid Security shall be valid and remain deposited with the Indenter for the period of forty-five days beyond the final bid validity period.
4. In case of non-submission of Bid Security, the tender would be rejected without assigning any reason.
5. No interest shall be payable by the Indenter on the Bid Security.
6. The Bid Security is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of this offer.
7. If the successful Bidder fails to furnish the Performance Security (as required under Rule 171, General Financial Rules, 2017) then the Bid Security (EMD) shall be liable to be forfeited.
8. **PERFORMANCE SECURITY**
9. The successful bidder shall furnish Performance Security for an amount of **Rs.17,539/- (Rupees Seventeen Thousand Five Hundred and Thirty Nine only)** to ensure due performance of the contract within fifteen (15) days or earlier from the date of receipt of communication from RRC,NE informing “Acceptance of Bid”.
10. The Performance Security shall remain valid for a period of Thirty (30) days beyond the date of completion of all contractual obligations of the Work Order/Agreement.
11. Failure of the bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
12. The Performance Security as mentioned in the sub-para (i) above shall be released on satisfactory completion of all contractual obligations.
13. The Performance Security shall be furnished in the form of an FDR/Pay Order / BG favouring **“Regional Resource Centre for North East States” payable at Guwahati.**
14. **COMMUNICATION OF ACCEPTANCE**

Acceptance of tender by the Indenter will be communicated by registered letter/ speed post/ cable/ telex/ fax/e-mail or a formal letter of ‘Acceptance of Bid’ or ‘Work Order’ informing amount of Performance Security to be deposited. The award of work order, when issued to successful bidder, constitutes the contract with collateral supports from terms and conditions of the tender limitation notices as well as formal agreement on non-judicial stamp paper if any, all of which finally form the contractual obligations to be adhered to / performed by the bidder Non-performance of any such obligations make the bidder liable for consequential effects.

1. **DISCLAIMER**

The near relatives of employees of RRC, NE/NHSRC are prohibited from participation in this tender. The near relatives for this purpose are defined as:

Members of a Hindu Undivided Family.

The one is related to the other in the manner as father, mother, sons(s), son’s wife (daughter-in-law), Daughter(s) and daughter’s husband (son-in-law), brother (s) and brother’s wife, sister(s) and sister’s husband (brother-in-law)

Their husband and wife.

1. **PAYMENT TERMS AND CONDITIONS:**

The term ‘payment’ mentioned in this part includes all types of payment due to the contractor arising on of this contract excluding Earnest Money and Security Deposit governed by separate clauses of the contract.

All payments shall be made by **PFMS** only at each stage preferably in the second week of following month in respect of previous month (in case of month by payments) on submission of a valid Invoice. Payment of Bills would take 2 weeks time on an average. However, no interest or penalty would be paid by RRC, NE in case of delay in payment due to official reasons.

No payment shall be made in advance or that shall any loan from any bank or financial institutions be recommended on the basis of the order of Award of work.

1. **ARBITRATION**

All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Director, RRC, NE. The award of the arbitrator so appointed shall be final and binding on both the parties.

1. **NOTICES**

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, email, or facsimile to such Party i.e. the Indenter or Bidder.

Signature of the Bidder

(Authorised Signatory)

Witnesses: -

1.

**ANNEXURE - I**

**Checklist for Pre-Qualification cum Technical Bid**

(Please also see eligibility criteria on page 2-3.)

Following documents are required to be submitted in the Pre-Qualification cum Technical Bid in a Sealed Envelope. Superscribed “TECHNICAL BID”

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Items to be submitted** | **Remarks** |
| 1. | Covering letter indicating the list of all enclosures. |  |
| 2. | Original/downloaded tender document duly filled in, signed and stamped by the bidder or his authorized representative of the bidder. Additional information **(Annexure II)** |  |
| 3. | Bid Security (EMD) **Annexure-III** |  |
| 4. | Additional Information of the Bidder duly signed by the bidder or authorized representative of the bidder in the Performa and format as given in **Annexure-II**. |  |
| 5 | Attested Copies of following **Annexure – IV**1. Income Tax Return for the last three years
2. CA certificate of annual turn over
3. PAN NO.
4. GST Registration
5. Electrical Supervisor Licence
6. Labour Licence
7. EPF Registration Licence
 |  |
| 6 | Undertaking to accept Terms and Conditions of the Tender document and to comply with them as per **Annexure - VI** (on Non-Judicial stamp paper of denomination of Rs.100/-) |  |
| 7 | Proof of successfully providing of the similar services i.e. certified copies of the work order for providing similar services for any other Govt. Institutions or reputed private institutions in Assam in the recent past (preferably during last three years)**Annexure - V** |  |
| 8. | Letter stating -(a) Availability of technical personnel for regular maintenance of the generator.(b) Proof of operation for 3 years |  |

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**(FOR OFFICIAL USE ONLY)**

**Bid (PQB) Accepted for further processing.**

**\* Bid rejected (Reasons for rejection……………………………………………………………..)**

**ANNEXURE – II**

**TECHNICAL BID**

**Additional Information**

**(To be submitted in a sealed envelope to Director, Regional Resource Centre for North East States (Branch of National Health Systems Resource Centre), Ministry of Health & Family Welfare, 1st Floor, Krivi Square, Jawahar Nagar, Khanapara, Guwahati -781022, so as to reach before the last date and time of the closing of the bid )**

1. Name & Address of Bidder/ Indian Agent:
2. Permanent Income Tax A/c No. of the bidder :
3. Name & Address of Banker of the Bidder:
4. Business Name and constitution of the Bidder firm.
5. Also state if the firm is registered under:
6. The Indian Companies Act, 1956
	1. The Indian Partnership Act, 1932
	2. Any act, if not, who are the owners (Please give full Names and Address)
7. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further: -
8. Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender.
9. If the answer to (I) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
10. State whether business dealing with you has been banned by any Central/ State Government Organization? If so, give details.

**Signature of witness Signature of Bidder**

Full Name and Address of Witness 1. Full name & address of the

 Person signing (In BLOCK

 LETTER)

2. Whether signing as Proprietor/

 Partner/Constituted Attorney /

 duly authorized by company.

**ANNEXURE - III**

**Bid Security (EMD)**

Bid Security (EMD) as required by this Tender Enquiry is being submitted in the form of FDR/ pay order/ Bank Guarantee favouring the **“Regional Resource Centre for North East States”** payable at Guwahati and duly discharged in its favour in advance.

Details of FDR/ Bank Guarantee/Pay order attached:

No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drawn on (Bank)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**ANNEXURE - IV**

**Details of Self Attested Copies enclosed**

Self-Attested Copies as required by this Tender Enquiry is being submitted along with this tender as per details given below: -

|  |  |
| --- | --- |
| **Document** | **Remarks (details)** |
| Copies of Income Tax Returns for the AssessmentYears (for last three years) |  |
| CA certificate of annual turn over |  |
| Copy of Permanent Account Number |  |
| Copy of GST Registration Number |  |
| Copy of Electrical Supervisor Licence |  |
| Copy of Labour Licence |  |

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**ANNEXURE - V**

(a) Whether any work of Govt. or Semi Govt. Deptt. or Reputed Private Organization has been

done in previous year Y/N\_\_\_\_\_\_\_\_\_\_

(b) It yes, furnish full details \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**ANNEXURE VI**

**UNDERTAKING**

(To be submitted on Rs. 100/- stamp paper)

**Declaration by the Bidder**

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby declare that:

1. I/We am/are the provider of designing, printing and publication related services duly recognized by the Govt. of India/State Govt./Any other reputed Public Institution/Body have examined the above-mentioned tender document including amendment/corrigendum (if any) the receipt of which is hereby confirmed.
2. I/We do hereby offer to provide the 45 KVA, 415 Volt, 3 Phases power range Silent Diesel Generator set at the prices and rates mentioned in the price bid.
3. I/We agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.
4. I/We have carefully read and understood all the Terms and Conditions of the tender and shall abide by them.
5. I/We agree for all clauses and payment terms & conditions of this tender enquiry. In case any condition put forth by us is against the terms & conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any
6. I/We agree that in the event of any dispute or differences, the decision of the Director, RRC, NE, Guwahati shall be final and binding on me/us.
7. The tender document has been downloaded from the official website i.e. [www.rrcnes.gov.in](http://www.rrcnes.gov.in) for bidding purpose and is a true copy of the original.
8. I/we hereby undertake that none of my relative (s) as defined in Disclaimer Clause (12) are employed in RRC, NE/NHSRC.

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**Annexure VII**

**FINANCIAL BID**

|  |  |
| --- | --- |
| Monthly Rate for providing 45 KVA, 415 Volt, 3 Phases power range Silent Diesel Generator set.(Excluding GST) (in Rs.) | Amount in Rs. |
| GST @ |  |

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Seal\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_