

**Director, NIPER Hajipur**

**Invites**

**Tender Documents**

**For**

**Hiring of 125 KVA DG Genset**

**At**

**National Institute of Pharmaceutical Education  
and Research, Hajipur**

EPIP Campus, Industrial Area, Hajipur, Vaishali, Bihar, Pin – 844102

(Under Mentorship of RMIMS, Agamkuan Patna – 800007)

## INTRODUCTION

National Institute of Pharmaceutical Education and Research(NIPER), Hajipur, EPIP Campus, Industrial Area, Hajipur, Vaishali, Bihar is an institute of higher pharma education and research established by Department of Pharmaceuticals, Ministry of Chemicals and Fertilisers, Government of India in the year 2007 and is at present running under the mentorship of Rajendra Memorial Research Institute of Medical Sciences(RMRIMS), Agamkuan, Patna under ICMR New Delhi.

Director , NIPER Hajipur invites tender documents under two bid system from eligible vendors for hiring a 125 kva diesel generator for providing need based power backup during power failures and other exigencies as per follows -

## INSTRUCTIONS TO BIDDERS

### Eligibility Criteria :

1. The bidder firm should be a Proprietary/Partnership firm/Private Limited/Limited company incorporated in India & should have operational set up in the state of Bihar.
2. The bidder firm should have successfully and satisfactorily executed similar work/award to Central / State Government/ Public Sector Undertaking, Banks or reputed Public Ltd/Pvt. Ltd Companies. The supported documents should accompany with the bid.
3. The bidder should have been allotted valid PAN number by the Govt. Authorities and same shall be enclosed with the bid

### Process of Submission of Bids:

1. Bid Documents may be collected in person from the office of the Director, NIPER Hajipur at EPIP Campus, Industrial Area, Hajipur, Vaishali, Bihar on a payment of Rs. 500/- in demand draft to “Director, NIPER Hajipur” payable at Patna or may be downloaded from the website of NIPER Hajipur or RMRIMS Patna and be submitted alongwith a separate D.D. for Rs. 500/- alongwith the bid documents.
2. An earnest money deposit of Rs.5000/- should accompany the bid documents at the time of submission.
3. Timelines for submission of bids shall be as follows

Date of start of sale of bidding documents	11.04.2016
Last date for submission of complete tender documents	16.05.2016 1.00 PM
Date of opening of Technical bid	20.05.2016 4.00PM
Date of opening of Financial Bid	To be confirmed later on

4. Tender documents in two parts i.e. Technical Bid and Financial Bid should be duly completed and submitted to the office of the Director NIPER Hajipur at RMRIMS,

Agamkuan, Patna on or before the last date of submission to the P.A. to the Director Niper at the above address.

5. The Envelop No 1(Part 1) shall be super subscribed as follows – “Technical Bid for Hiring of 125 KVA Diesel Generator Set to be installed at NIPER Hajipur.”
6. Technical Bid Envelop should contain the following documents – a] EMD in the form of DD Rs. 5000.00, b] The documents stated in the eligibility Criteria and technical details of the DG set, c] Technical Bid format duly filled and executed in Annexure-III and d] Forwarding Letter in Annexure-II.
7. The Envelop No 2(Part 2) shall be super subscribed as follows – “Financial Bid for Hiring of 125 KVA Diesel Generator Set to be installed at NIPER Hajipur.”
8. Financial Bid Envelop should contain the following documents – a] The Financial Bid format duly filled and executed in Annexure-IV.
9. Both the envelopes should be properly sealed and should be kept in another envelope duly sealed and superscribed with the following - “Proposal for offering 125 kva diesel generator for hiring at NIPER Hajipur”.
10. Tender documents are to be submitted in the company’s / firm’s letterhead neatly printed / typed and duly signed by authorized person under the seal of the bidder.
11. Director , NIPER Hajipur reserves the right to cancel, postpone or defer the bidding process without owing any explanation to any party.
12. The Director , NIPER Hajipur also reserves the right to reject any bid whatsoever, without assigning any reasons thereof.
13. Only those bidders who’s bids shall be technically found acceptable will only be invited for participation in the price bid.
14. The successful bidder, shall have to deposit a DD or a Bank Guarantee (valid for 16 months) for a sum of Rs.40000/- within 15 days of the award of work towards performance guarantee(security deposit) which shall be refundable at the time of successful completion of the term of the contract.
15. The initial work contract shall be awarded for a period of one year, which may however be further renewed based on work performance and mutual consent.

## TERMS AND CONDITIONS

The terms & conditions for hiring the D.G. Set are as under –

1. The bidder should be agreeable to provide D.G. set of 125 KVA capacity on hire basis in sound proof canopy. The bidder shall provide operator to operate and maintain the DG set at the NIPER site on round the clock (24 hour) basis.
2. The operator(s) posted at the site shall provide its services round the clock and power backup shall be provided on power failures, voltage fluctuation or any other exigency.
3. Rates are to be quoted for monthly rental charges including the cost of operator, fuel cost and the cost of regular maintenance.
4. Services of Diesel generator of 125 kva shall be hired for a period of one year only. However, the Director, NIPER Hajipur may offer to extend the period of contract in its own discretion on satisfactory performance or office needs.
5. The tenderers shall offer reputed make/brands like “Kirloskar Green”, “Greaves”, “Cummins India”, “Mahindra”, “Ashok Leyland” or other reputed make/brand, conforming to relevant I.S. specification and as per pollution control norms.
6. All costs for loading, unloading, transport, shifting complying local govt. regulations, maintenance and servicing of the generating set including the cost of spare parts, periodical replacement and topping up of Mobil oil are to be borne by the bidder including cost of fuel.
7. The tenders shall remain valid for a period of 180 days from the date of opening
8. The D.G. Sets offered on hire basis should not be more than 3-years old and those should not have run for more than 3,000 hours.
9. The D.G. Sets should be maintained properly to keep those in satisfactory running condition at all times for supplying emergency power for a load at least 90% of the capacity of generators.
10. The vendor will make arrangements for obtaining the permission from statutory authorities towards installation and operation of D.G. Set, at his cost. However, any fee except penalty, if payable to statutory authorities, for obtaining such permission will be reimbursed to the vendor by the institute on submission of proper receipts (documentary proof)
11. Supply, transportation & installation and provision of accessories like cables, change-over switches etc. for supplying generator power to a point in NIPER’s premises will be done by the vendor at their own cost.
12. The charges for transportation, loading & unloading of the D.G. Set for installation of the same in NIPER’s premises will be borne by the supplier. Mending of any damage caused to the NIPER’s property during loading, unloading of the D.G. Set in NIPER’s premises will be borne by the bidder to original finish, at their cost.

13. The successful bidder should be in a position to install and commission the D.G. Set in NIPER's premises within 3 weeks from the date of awarding the contract or within 3 (three) days from the date of giving site clearance, whichever is later.
14. The vendor may be required to dismantle the components of D.G. sets and re-assemble those components in identified location of the NIPER's premises for the purpose of relocation i.e. installation & commissioning of generating set, if required for which no extra charges will be paid by the institute.
15. The contract will remain in force initially for a period of one year from the date of satisfactory commissioning of the D.G. Set at site. However, the contract is subject to termination at any time if the services are not found satisfactory or for any other reason whatsoever.
16. The contract may be renewed for further period at mutually agreed rates/charges and keeping other terms & conditions unchanged, depending on satisfactory services rendered by the generator supplier and requirement of the institute.
17. In case of major break-down of the D.G. Set requiring repairing time for more than 2(Two) hours, an alternative DG set for the same capacity will be made by the vendor immediately by providing a substitute generator of same or higher capacity at no extra cost. In case of non-functioning of the D.G. Set and in the event of failure on the part of the vendor to provide an alternative interim generator of same capacity, within two hours, penalty at double the pro-rata rate will be imposed and deducted from monthly bill of the generator for the period the generating set remains non-functioning
18. The successful bidder will have to execute an Agreement with the Institute in non-judicial stamp paper of requisite value and as per the draft of Agreement (format given at Annexure I) to be provided by the Institute, within 14 (Fourteen) days from the date of commencement of the contract.
19. The successful bidder will also have to furnish a performance security deposit in form of Fix Deposit Receipt or a Bank Guarantee for an amount equal to Rs.40000, within 15 days from the date of commencement of the contract. The performance security deposit can be submitted in the form of Bank Guarantee, issued by any scheduled commercial Bank banking in India , in a format acceptable to NIPER and having validity for a period covering the contract period plus 3months and claim period for additional one month. In case of non-performance of the contract by the vendor, the amount of performance security will be realized by the institute by forfeiting the performance security deposit or invoking the performance Bank Guarantee, as the case may be. The performance security deposit will not bear any interest and the same will be refunded to the contractor within a reasonable period after the closure of the contract. If the performance security deposit is submitted in the form of Bank Guarantee, the Bank Guarantee will be discharged & returned after closure of the contract.
20. Tenders should be submitted along with the Earnest money deposit for an amount of Rs.5000/- (Five thousand only) for D.G. set by DD/Pay Order drawn in favour of The Earnest money will not bear any interest. The Earnest money deposited by unsuccessful bidders will be refunded after awarding the contract to the successful

bidder. The Earnest money deposited by the successful bidder will be refunded after execution of the Agreement and submission of performance security deposit, duly accepted by the Institute without any interest.

21. The deployment of operator for running the generating set should comply with the labour legislation Act and minimum wage Act of Govt of India and the State Govt. The operators deputed at site shall follow NIPER's security department norms.
22. The contractor will have to remove the D.G. Set within 3 (Three) days from the date of termination or closure of the contract, at their cost, else demurrage charges @ 1000/- (Rupees One thousand only) per day will be levied by the institute on the contractor. Mending of any damage caused to the NIPER's property during taking out the generator will be done by the contractor to original finish, at their cost.
23. If the successful bidder fails to perform the commencement of the contract within the specified time period, the earnest money deposited by the bidder will be forfeited.
24. The Bank reserves the right to reject any or all tenders without assigning any reason whatsoever.
25. The Contractor shall at the request of the institute immediately dismiss from works any person employed thereon by him who may in the opinion of the institute be unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of claim for compensation or damages against the institute or any of their officers or employee.
26. Intending Bidder shall visit the site and make him thoroughly acquainted with the local site conditions, nature and requirements of the works. The successful Bidder will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site conditions which existed before the commencement of the work
27. In case vendor fails to provide services of operator, a penalty of Rs.500/- per day shall be imposed.
28. The payment shall be made after completion of the month on satisfactory service and submission of bill. Prescribed statutory deductions will be made from the bill. The deduction shall be made on account of penalties as per tender Terms and conditions or any deficiencies observed during the month.
29. The Contractor shall be responsible for all injury to the worker or workmen or persons, animals or things and for all damages to the project works, materials, equipment, structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-Contractor or any of his or a sub-Contractor's employees whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.
30. Conditional tenders will be not accepted.

31. In case of any dispute between Institute and the contractor, the decision taken by the arbitrator who will be appointed by the Institute will be final and binding on the contractor.
32. Any legal dispute arising out between the contractor and NIPER Hajipur shall be under the jurisdiction of District Court at Hajipur .
33. The correspondence address given in the tender document shall be final and binding upon the contractor. If any correspondence is made on the recorded address of the contractor, it shall be deemed to be valid and shall be treated as received by the contractor, even if it is returned by the postal authorities due to any reason whatsoever. It shall be the duty of the contractor to inform the institute about any change in address .
34. The power supply gap between the power cut and start of generator set should not be in any case more than two minutes. Any delayed start shall attract penalty on the contractor as decided by the Director NIPER.
35. The contractor will have to maintain proper log books showing details of power failure and generator running details and it should be got counter checked by a designated official of NIPER hajipur.
36. Provision of earthing , if found inadequate , shall be done by the vendor at his own cost.

## TECHNICAL SPECIFICATIONS

DG Manufacturer	Any reputed brand complying to standard requirement of IS 10002/BS / 5514/ISO 8528 / ISO3744 / ISO8528
General Specification/power capacity	125 kva , 3 phase, 1500 RPM silent DG set
Frequency	50 Hz, frequency undulation within 0.25% from 0 to 100 % load
Control Panel	Dust proof control panel fitted with circuit breaker for short circuit and overload protection, control fuses, earth terminal, current transformers
Alternator	Rated PF-0.8 (lag), Rated voltage-415 volts, Rated frequency- 50Hz, No. of phases-3, Ventilation- Self ventilated air cooled
Fuel tank capacity	It should have sufficient capacity of fuel for 8 hours continuous operation
Acoustic enclosure	As per CPCB norms
Make	Year of purchase not earlier than 2012

## **ANNEXURE-I (Draft of Agreement)**

AGREEMENT ARTICLES OF AGREEMENT made this.....day of ..... Between NIPER Hajipur having its Office at EPIP Campus, Industrial Area, Hajipur, Vaishali, Bihar, Pin -844102 (hereinafter called “The Employer” which expression shall unless excluded by or repugnant to the context be deemed to include its successor and assign of the One Part and M/s..... having its Address/Registered Office at..... (hereinafter called the “CONTRACTOR”) of the “OTHER PART” which expression should include its successor/s and assignee/s.

WHEREAS the Employer is desirous of executing Contract for Hiring of 125 KVA DG Set at EPIP Campus, Industrial Area, Hajipur and has caused specifications describing the work to be prepared and/or to be prepared by NIPER Hajipur.

AND WHEREAS the said specification as mentioned in the tender document (hereinafter mentioned), the specifications and the schedule of items & quantities have been signed by and on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and in schedule of items and quantities, scope of services and terms & conditions as mentioned in the Notice Inviting Tender and all correspondence exchanged by or between the parties from the submission of tender till the award of work vide letter no.....dated....., both letters inclusive, (all of which are collectively hereinafter referred to as “the said conditions”), the work described in the said notice inviting tender and included therein at the rates set therein for and amounting to the sum of Rs.....per month as therein arrived at and as mentioned in the schedule of quantities and rates or such other sum as shall become payable hereunder (Hereinafter referred to as “The said Contract Amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the time and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions, execute and complete the work shown upon the said specifications and the schedule of items and quantities.
2. The Employer shall pay the contractor the said contract amount, or such other sum as shall become payable, at the times & in the manner specified in the said conditions.
3. The said conditions and appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the Agreement on their part respectively in the said conditions contained.

4. The following documents shall be deemed to form and to read construed as part of this agreement, viz.

- i) Original tender document.
- ii) Relevant correspondence all letter / correspondence forming parts of contract and referred to in acceptance letter.
- iii) Acceptance letter
- iv) Schedule of quantities/Price BId
- v) Other additional documents as required

5. The contract for rental charges of D.G. sets is a fixed lump sum and are per month basis and initially for one year as per scope of work and schedule of rates & quantities described herein.

6. The contractor hereby agrees to commence the work, as specified in the notice inviting tender.

7. All payments by the Employer under this contract will be made on monthly basis.

8. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the conditions of contract.

9. That the several parts of this contract have been read and fully understood by the contractor. In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s \_\_\_\_\_

For NIPER Hajipur

**Authorized Signatory**

Shri \_\_\_\_\_

Designation \_\_\_\_\_

**Authorized Signatory**

Shri \_\_\_\_\_

Designation \_\_\_\_\_

**In presence of:**

1. Signature.....

Name with Address:

1. Signature.....

Name with Address:

2. Signature.....

Name with Address:

2. Signature.....

Name with Address:

**ANNEXURE-II** - (Draft of letter to be submitted by the tenderer in Part-I of Tenders on its letter head ) (Being Part of Technical bid)

To-  
The Director,  
NIPER Hajipur,  
EPIP Campus,  
Industrial Area,  
Hajipur- 844102.

**Sub: Your Notice Inviting Tender dated.....for providing Diesel Generator Set of 125 KVA on Hire basis.**

Dear Sir,

This has reference to the Notice Inviting Tender. The firm has gone through and the scope of services and terms & conditions forming part of the tender and understood the same. we hereby enclose our offer for providing stand-by generator set on hire basis, for your office premises at EPIP Campus, Industrial Area, Hajipur.

We confirm that our offer is in conformity with the scope of services and terms & conditions, as given in the Notice Inviting Tender. We further confirm that the Generator Set offered by us conforms to the relevant IS specifications.

We also understand that the Director, NIPER Hajipur reserves the right to reject any or all tenders without assigning any reason whatsoever.

Yours faithfully,

Signature of Authorized Signatory

(Name & Designation with seal of the applicant) -

Date –

## ANNEXURE III

### TECHNICAL BID

1. Name of the applicant Firm/Company/ Individual			
2. Status of applicant - Proprietary/Partnership Firm/Company/Individual			
3. Full Address with Telephone No			
4. Contact Person name , address and contact no.			
5. Name & full address of your Banker, Account No., IFSC Code & MICR No.			
6. PAN No. Of Applicant			
7. Any other relevant information, if any			
8. Cost of Documents deposited : Rs			
Details of Bank Draft			
9. Earnest Money deposited : Rs			
Details of Bank Draft			
10. Registration No. Of firm/company			
11. Work Experience as given below:			
Si No	Name of the Dept/Org. & name of authority under whom worked	Nature of work done	Remarks
12. Whether the firm has been black listed anytime? ( If yes, then give details)			
<b>Specifications of DG Set</b>			
13. Engine Make (Brand)			
14. Model Name			
15. General Specification/Power Capacity			
16. Year of Manufacture			
17. No. Of phases			
18. Rated Voltage			

19. Rated Frequency	
20. Ventilation & Acoustic enclosure meets specified requirements (Y/N)	
21. Control Panel meets specified requirements (Y/N)	
22. Fuel Tank Capacity	
23. Alternator meets specified requirements (Y/N)	

Date :

Place :

Authorized Signatory Signature (With Seal)

## **ANNEXURE-IV**

### **PRICE BID**

Name of the Engine Make and Model	
Monthly Rent (Rs.)	

Date :

Place :

Authorized Signatory Signature (With Seal)