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**NATIONAL HIGHWAYS & INFRASTRUCTURE  
DEVELOPMENT CORPORATION LIMITED**

***(MINISTRY OF ROAD TRANSPORT &  
HIGHWAYS) GOVT. OF INDIA***

**(Through E – TENDERING MODE)**

**Name of Work: Supply, Installation, Testing and Commissioning of  
01No. Diesel Generator Set (50kVA, Three Phase) for NHIDCL,  
Regional Office at Imphal”**

**Request for Proposal**

**(RFP)**

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION  
LIMITED

January 2022

**National Highways & Infrastructure Development Corporation Ltd.**  
(A Public Sector Undertaking under the Ministry of Road Transport and Highways,  
Govt. of India)

NHIDCL Regional Office-Imphal  
Officer's Club  
Transit Hostel  
Lamphelphat, Imphal  
Manipur - 795001

**NOTICE INVITING TENDER (NIT)**

**F.No. NHIDCL/ RO-Imphal/Proc./Generator/21-22/**

**21.01.2022**

**Name of the Work:**“Supply, Installation, Testing and Commissioning of 01 No. Diesel Generator Set (50kVA, Three Phase) for NHIDCL, Regional Office at Imphal”

National Highways & Infrastructure Development Corporation Limited (NHIDCL), a fully owned company of the Ministry of Road Transport & Highways, Government of India, (called “the Buyer”), hereby invites Sealed bids under two bid system, i.e. technical bid and financial bid for the following work from the reputed OEMs or their authorized dealers of DG Set, excluding those who have been declared as non-performing by MoRTH/ NHAI/ NHIDCL or those blacklisted/ debarred for specified period by MoRTH/ NHAI/ / NHIDCL and against whom such action is under process by MoRTH/ NHAI/ NHIDCL.

Sl. No.	Name of work	Bid Document fee	EMD	Period of Service	Specifications	Supply Period
a.	Supply of 50 kVA DG set (Three Phase) with AMF panel & acoustic enclosure	Rs.500/- + 18% GST	Rs. 50,000/-	2 years of warranty + 5 years of CAMC.	Detailed Specification requirements placed at Annexure -II	Total time allowed for completion of work is 30 Days from the issuance of LOA. Supply to be made within first 15 days from the issuance of LOA
b.	Installation, Testing & Commissioning of 50 kVA DG Set with foundation & terminations as per specifications given in the tender					
c.	Comprehensive Annual Maintenance Contract (CAMC) for 5 years beyond warranty period					

1. Bids should be valid for a minimum period of 120 days.
2. Scope of supply (Bid price to include all cost components): Supply, Erection, Installation, Testing, Training and Commissioning of brand new Diesel Generator Set in the premises mentioned at para (16). Space for accommodating the installation and erection of Generator will be provided by the purchaser.
3. All goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Bidder may get the same confirmed from consignee before scheduling delivery.
4. Before quoting, the bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and plants (T&P) and local authority regulations / restrictions if any, conditions affecting Office and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the NHIDCL in any circumstances.
5. Manufacturer authorization: Wherever Authorised Distributors/Dealers are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM should be provided.
6. The detailed tender document can be viewed from the website [www.nhidcl.com](http://www.nhidcl.com) from 21.01.2022 to 01.02.2022 up to 1500 Hrs.
7. The Amendments/clarifications to the bid document, if any, will be hosted on the above website only.
8. Every page of Technical as well as Financial Bid should be duly signed by the bidder. NHIDCL reserves the right to accept or reject any bid if it is not duly signed.
9. Conditional bids would be rejected.
10. The bidder should not be black listed by any Govt. organization /PSU during the last 3 years.
11. Submission of Bid:

The offer/proposal should be submitted in two separate sealed covers consisting of

- a. Technical proposal in the specified format as at Annexure-I&II along with copy of GST Registration Certificate of the firm, PAN Card and Copy of this NIT duly signed with seal of the firm, in token of acceptance of terms and conditions.
- b. Financial proposal as specified in the Annexure-III

Both these covers should be super scribed as “Technical proposal” and “Financial Proposal” respectively and should be kept in one sealed cover marked “BIDS FOR SUPPLY OF 01 NO. DIESEL GENERATOR SET (50KVA, THREE PHASE) WITH COMPLETE INSTALLATION FOR NHIDCL, REGIONAL OFFICE AT IMPHAL.” The sealed cover must be sent to **The General Manager (Admin & LA), NHIDCL Regional Office, Officer’s Club , Transit Hostel , Lamphelphat, Imphal , Manipur-795001** by Speed Post/ Courier/Registered Post by 1500 hours on 01.02.2022. Bids not received in the prescribed pro-forma will be liable to be rejected. No bid shall be entertained after this deadline under any circumstance whatsoever. NHIDCL will not be responsible for any Postal delay.

12. The Technical Bids will be opened at 15:30 hours on 01.02.2022 and Financial Bids of only technically qualified bidders will be opened on 01.02.2022 at 17:00 hours.
13. Details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

14. NHIDCL reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to accept/reject any or all bids without giving any notice or without assigning any reason thereof. The decision of the National Highways & Infrastructure Development Corporation Limited in this regard shall be final and binding on all the bidders.
15. The rates quoted shall be inclusive of customs duty, packing, insurance, transportation (door delivery) and all other incidental charges EXCEPT GST. GST will be reimbursed on submission of proof of payment of GST and rate of GST should be mentioned in the bid.
16. Delivery terms: Consignment to be delivered and installed at , **NHIDCL Regional Office, Officer's Club , Transit Hostel , Lamphelphat, Imphal , Manipur-795001**
17. Name of Consignee: General Manager (Admin & LA) NHIDCL Regional Office-Imphal.
18. The Schedule for bidding process is as follows:

Sr.No.	Event Description	Date
i.	Uploading of RFP (NIT) on NHIDCL website	21.01.2022
ii.	BID Due Date	01.02.2022 upto 15:00 hours
iii.	Opening of Technical BIDs	01.02.2022 at 15:30 hours
iv.	Declaration of eligible / qualified Bidders	01.02.2022 at 16:00 hours
v.	Opening of Financial BID	01.02.2022 at 17:00 hours
vi.	Letter of Acceptance (LOA)	To be intimated later
vii.	Validity of BID	120 days
viii.	Signing of Agreement	As per document

19. Delivery Period: Total time allowed for completion of work is 30 Days. Supply to be made within first 15 days from placing of the order
20. Warranty Period: The warranty period should be 2 years from the date of successful completion of Commissioning and Handing over of DG Set.
21. The successful bidder has to submit a performance security amount to Rs.50,000/- (Rs. Fifty Thousand Only) and will be return after successful completion of period i.e after 2 year warranty .

**(Col. R.K Swain (Retd.)**  
 General Manager (Admin & LA)  
 NHIDCL Regional Office  
 Officer's Club , Transit Hostel ,  
 Lamphelphat, Imphal , Manipur-795001  
 Email: Ro-imphal@nhidcl.com

**FORMAT-A**  
**(On Bidder's Letter Head and Enclosed in Sealed Technical Bid)**

<b>GENERAL INFORMATION ABOUT THE BIDDER</b>			
1	Name of the Bidder		
	Constitution of Firm(i.e Sole Prop./Partnership / Pvt.Ltd./Ltd.		
	Registered Address of the firm		
	State	District	
	Telephone No.	Fax	
	Email	Website	
<b>Contact Person Details</b>			
2	Name	Designation	
	Telephone No.	Mobile No.	
3	<u>GST Registration</u> Please mention the GST/TIN number: _____ (Furnish the copies of the GST registration certificate)		
4	PAN Number: _____ (Furnish the copy of the PAN Card)		
5	Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for Payment purpose.  a. Name of the Bank :  b. Full address of the Branch concerned:  c. Account number of the bidder:  d. Name (as mentioned in the bank account):  e. IFS Code of the Bank :		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">           Date:             Signatory         </div> <div style="width: 30%; text-align: center;">           Office Seal         </div> <div style="width: 30%; text-align: right;">           Signature of Bidder/            Authorised         </div> </div>			

**TECHNICAL BIDS**  
(In Bidder's Letter Head and Enclosed in Sealed Technical Bid)

**Name of work:** Supply, Installation, Testing and Commissioning of 01No. Diesel Generator Set (50kVA, Three Phase) for NHIDCL, Regional Office at Imphal.

The scope of above work shall include the following:

1. Supply and Delivery of Power Generator shall be complete with Diesel Engine, Alternator, Auto Start/Stop panel (AMF), Acoustic enclosure and associated cabling, safety items including packing, handling, transporting, clearing, loading/unloading etc. to NHIDCL Regional Office-Imphal.
2. Designing of details of DG set foundation and its construction, placement of DG set with acoustic enclosure, Auto Start/Stop panel (AMF) etc. along with all accessories/ components.
3. Erection, testing & commissioning of DG set as per technical specifications, obtaining statutory permissions/license from appropriate authorities and handing over the DG set to NHIDCL Regional Office-Imphal for use.
4. Providing all-inclusive service including all spares, etc. during warranty period of new DG set.
5. All engineering, equipment, labour, and permits required for satisfactory completion of DG set installation work as per Specification
6. Any other ancillary work, related to but not mentioned above, required for satisfactory completion of the job.
7. Power Generator should have protection against under voltage, over voltage, under frequency, over frequency, low battery voltage, over current, earth-fault, short circuit, phase sequence change etc.
8. Unless otherwise in the tender documents, the following work shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost, whether specifically indicated in the schedule of work or not:
  - a) Foundations for equipment including vibration isolation springs/pads.
  - b) Making good all damages caused to the structure during installation and restoring the same to their original finish.
  - c) Minor building work necessary for installation of equipment, foundation trench for fuel line and cable, making of opening in walls or in the floors and restoring them to their original condition/ finish and necessary grouting etc. as required.
  - d) All supports for exhaust and water pipes, chimney, cables, anti-vibration pads etc. as are necessary.
  - e) All electricity work and neutral earthing, body earthing, required for engine and alternator, main board/control panels and control wiring including loop earthing, if specified in schedule of work should be done confirming to relevant BIS.
  - f) The entire electrical installation work shall be carried out in general conformity with the requirements of the Indian Electricity rules, 2003, the relevant I.S. codes of practice, as amended to date, wherever applicable and the regulations of the local licensing bodies, CEA, CPB, Electrical safety inspector etc.,

## 9. Engine

The engine shall be the standard design of the original manufacturers. The engine shall be of continuous rated, turbo charged, Air / water cooled, electric starting, multi cylinder, 1500 RPM to be coupled to 50-KVA alternator.

## 10. Alternator

Alternator Voltage Rating	415 Volt
Rating of AC Generator (KVA)	50
Power Factor of AC generator	0.8
Conformity to Indian Standard (for Alternator)	Latest IS codes
Type of alternator	Brushless
Voltage Regulation Grade	Automatic
Alternator IP Rating	IP 23
Class of Insulation	H

## 11. Control Panel (AMF)

Automatic Mains Failure (AMF) control panel, shall be able to start up the Power Generator and transfer the load on to the Power Generator on mains failure without requiring any human intervention. Similarly on restoration of mains supply, it shall be able to transfer the load to mains supply and switch off the Power Generator automatically. Control Panel (AMF), shall be equipped with suitable Voltmeter, Ammeter, Frequency meter, power factor meter (these items can be alternatively supplied in one multifunctional digital display meter), battery charger, indicators, various switches and cutout / MCB / MCCB / Contactor / Circuit breaker for the DG output of appropriate rating and accuracy class as per trade practice for better utility.

## 12. Protection:

In the event of any fault due to over voltage/ high bearing temperature/ high winding temperature, or an external fault, the AVR shall remove the excitation voltage to the alternator. An emergency trip PB shall also be provided which is located outside the acoustic enclosure.

## 13. Trial Run/ Running-in-Period:

After successful testing of the DG set, trial run at available load will be carried out for 16 Hrs.

## 14. Starting battery:

Batteries of adequate ampere hour capacity for self-starting and to give at least three attempts at one time. Batteries supplied with DG set shall be dry and uncharged. The same shall be charged by authorized people before same is connected to DG set. Initial charging shall be done for 72-80 hrs. The batteries shall be placed on stands and relatively cool place inside the acoustic enclosure.

## 15. Platform for mounting of DG set:

A PCC foundation platform (1:2:4, M-20 grade) of weight 2.5 times of the operating weight of DG set and of approximate depth of 200 mm below ground surface and height of 150mm above ground surface is required so as to provide leveled surface for placement of the acoustic enclosure.

#### **16. Canopy:**

Acoustic hood for housing the above DG set to be mounted on a concrete platform. The acoustic enclosure shall be designed and manufactured confirming to relevant BIS suitable for outdoor installation exposed to weather conditions, and to limit overall noise level to 75dB (A) at a distance of 1 Mt from the enclosure as per CPCB norms under free field conditions, at 75% load.

The construction should be such that it prevents entry of rain water splashing into the enclosure and allows free and quick flow of rain water to the ground in the event of heavy rain. The detailed construction shall confirm to details as under:

- a) The enclosure shall be fabricated out of CRCA sheet of thickness not less than 1.6mm on the outside cover with inside cover having not less than 0.6mm thick perforated powder coated CRCA sheet.
- b) The hinged doors shall be made from not less than 16 SWG (1.6mm) thick CRCA sheet and will be made airtight with neoprene gasket and heavy duty locks.
- c) The enclosure should be painted with colour powder coating. The enclosure should accommodate the daily service fuel tank. There should be a fuel gauge which should show the level of fuel even when DG set is not running. The gauge should be calibrated. The fuel tank should be filled from outside provided with a lockable cap.
- d) The canopy should be provided with high enclosure temperature safety device. The acoustic lining shall be made of high quality insulation material like glass wool/ mineral wool/ rock wool with minimum of 50mm thick and 75 Kg/cubic mtr for sound absorption as per standard design of manufacturers to reduce the sound level as per Central Pollution Control Board (CPCB) norms. The insulation material shall be covered with fine glass fiber cloth and would be supported by perforated MS sheet duly powder coated. The enclosure shall be provided with suitable size and no of hinged type doors along the length of the enclosure on each side for easy access inside the acoustic enclosure for inspection, operation and maintenance purpose. Sufficient space will be provided inside the enclosure on all sides of the DG set for inspection, easy maintenance and repairs. The MS base frame shall be provided having lifting facility & predrilled foundation holes for installation on anti-vibration mounting (AVM pads)

#### **17. Technical specifications for Electrical and Control panels:**

The fabricated panels used for this work shall be generally wall mounted, fabricated out of 16 SWG CRCA and powder coated. The panel shall be cubicle type with Neoprene gasketed and hinged outer door with locking facility. All the components like contactors, MCBs etc shall be mounted on an MS mounting plate fixed inside the panel which can be removed in case of any defects which needs rectification or replacements of components. The components shall be fully wired and tested for correct sequence of operation. The MCB shall be mounted in such a way that their operating knobs shall be accessible after opening the outer door. The panel shall be designated with a label at the top of the panel in a permanent manner. The outer door shall be earthed to the main body through a flexible copper wire. Removable gland plates shall be provided at the top and bottom of the panel for external cable terminations.

#### **18. Installation**

The installation work of Power Generator and its constituent parts shall be generally conforming to CPWD General Specification for Electrical Works, Part - VII - latest.



Supply, laying and termination of interconnecting power and control cable shall be done by the seller. The cable supplied shall be ISI marked heavy duty PVC insulated, armoured cable, with PVC outer Sheath of Type ST-2 (FR Grade, Category C1), with aluminium conductor having insulation of PVC compound type -C, suitable for rated voltage upto and including 1100 volts and conforming to IS: 1554 (Part-1) latest.

#### 19. Preventive maintenance visits

Successful bidder should provide preventive maintenance (in each quarter ) during warranty period in a year.

#### 20. Service centre and support

Service centre authorised by the OEM should be available in the Imphal and should have been operational for at least last 2 years.

#### **COMPLIANCE TO TECHNICAL SPECIFICATION OF THE PRODUCT OFFERED (To be filled by the bidders)**

Sl. No.	Parameter	Specifications	Bidders Remark
a	Rated Engine Power (kWm)	100% or 110 % of the required powered at STP (Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator + Any Auxiliary power Consumption by the Power generator) x Power factor (0.8) / Alternator efficiency Or higher	
b	Type of engine governor	Electronic/Mechanical	
C	Output capacity rating/ Phase	Nominal Rated Capacity of 50 kVA No of Phase: Three Phase	
D	Installation configuration	Fixed	
E	Alternator Standards	IS-4889/BS-269, IS-4722-1992, IS-13364-part-1&2-19992, IEC-34-1-1983, BS 2613/1970, IS 4889, IP-21 as per IS-4691/85 applicable to Alternator	
F	Fuel	High Speed Diesel (HSD)	
G	Features of Engine	Direct injection Fuel System	
H	Starting Voltage	12V/24V	
I	Control Panel	AMF Control Panel	
J	Fuel Tank Capacity	100Ltrs or more	
K	Scope of Supply	Includes Supply, Erection, Installation, Testing, Training and Commissioning	
L	Warranty	24 months or more	
M	Preventive maintenance visits	Two or more Preventive maintenance visits during warranty period in an year	
N	Service centre and support	Available in the Imphal and operational for last 2 years.	
O	Annual Maintenance Contract	For 5 Years	
P	Compliance to all clauses in Annexure-I (Technical Bid Requirements)		

#### 21. Drawings/Documents to be furnished on completion of installation:

Two sets of the following laminated drawings shall be submitted by the contractor while handing over the installation to NHIDCL. One set shall be laminated on the hard base for

display in the DG set room/room where AMF panel is installed and another set shall be kept with NHIDCL. In addition drawings shall be given in Compact Disk.

- I. DG set installation drawings giving complete details of all the equipment, including there foundations.
- II. Line diagram and layout of all electrical control/AMF panels giving switchgear ratings and there dispoession, cable feeder sizes and their layout.
- III. Control wiring drawings with all control components and sequence of operations to explain the operation of control circuits in AMF Panel/PCC.

## 22. SAFETY CODE

- i. The contractor shall follow the safety codes as per IS-5216-1982 while carrying out the electrical work.
- ii. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
- iii. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
- iv. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- v. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
- vi. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
- vii. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber handgloves.
- viii. Those engaged in welding works shall be provided with welder's protective eye- shields and gloves.
- ix. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- x. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- xi. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
- xii. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

### **23. FIRE SAFETY**

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work required precautions should be taken.
- vi. Two buckets of water/ sand and a fire cloth of suitable size shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Any debris/ waste generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xiii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

#### **Details of Document Required (To be filled by the bidders):**

Name of manufacturer:

Copy of OEM authorization letter:

#### **Signature of Bidder**

Name:

Date:

Place:

(Seal)

**(FINANCIAL BID (With unit price breakup and GST)  
(In Bidder's Letter Head and Enclosed in Sealed Financial Bid)**

**Name of work:** Supply, Installation, Testing and Commissioning of 01No. Diesel Generator Set (50kVA, Three Phase) for NHIDCL, Regional Office at Imphal.

**Part- A.**

Sl. No.	Description	Quantity	Accounting Unit	Unit Rate (Rs.)	Total Amount (Rs.)
a	Supply of 50 KVA DG set (Three Phase) with AMF panel & acoustic enclosure with 2 year warranty.	1	Nos.		
b	Installation, Testing & Commissioning of 50 KVA DG Set with foundation & terminations as per specifications given in the tender	1	Nos.		
A- Total Amount (Rs.)					
GST (%)					
B- GST Amount (Rs.)					
Grand Total with GST in Rs. (A+B)					

**In words:**

**Part-B.**

Sl. No.	Description	Quantity	Accounting Unit	Unit Rate (Rs.)	Total Amount (Rs.)
a	Comprehensive Annual Maintenance Contract (CAMC) for per years beyond warranty period	5	Years		
A- Total Amount (Rs.)					
GST (%)					
B- GST Amount (Rs.)					
Grand Total with GST in Rs. (A+B)					

**In words:**

**Note-1:** The L1 (Lowest Bidder) will be determined on the basis of rate quoted for items under Part-A. However, a separate comparative statement for Comprehensive Annual Maintenance Contract (CAMC) will be made on the basis of rate quoted in part B. However, NHIDCL reserves the rights to enter into CAMC with L1 at appropriate time but before the completion of warranty period.

**Note-2:** Above rates shall include GST, all applicable taxes, fees, duties, levies, transportation charges, insurance charges, installation charges, material charges, labour charges and all other charges required for the successful completion of work.

**Signature of Bidder**

Name:

Date:

Place:

(Seal)

### Standard Conditions of Supply Order

1. **Law:** The Supply Order shall be considered and made in accordance with the laws of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Supply Order:** The deliveries and supplies and performance of the services shall commence from the effective date of the Supply Order. The Supply Order shall come into effect on the date of its acknowledgment by the Seller and shall remain valid until the completion of the obligations of the parties under the Supply Order.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Supply Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply Order or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Liquidated damages:** In the event of the Seller's failure to submit the Performance Guarantees and other Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this Supply Order, the Buyer may, at his discretion, withhold any payment until the completion of the Supply Order.
  - I. The Buyer may also deduct from the Seller, Liquidated Damages equal to the sum of 0.5% of the Supply Order price of the delayed in supply of stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of supply order unless covered under Force Majeure conditions. Force Majeure means an event beyond the control of the supplier and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the vendor either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
5. **Termination of the Supply Order:** The Buyer shall have the right to terminate this Supply Order in part or in full in any of the following cases:-
  - (a) The delivery of material is delayed due to causes of Force Majeure by more than 30 Days.
  - (b) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 15 Days after the scheduled date of delivery.
  - (c) The Seller is declared bankrupt or becomes insolvent
  - (d) The Buyer has noticed that the Seller has utilized the services of any agent in getting this Supply Order and paid any commission to such individual/company etc.
  - (e) As per decision of the Arbitration Tribunal.
6. **Notices:** Any notice required or permitted by the Supply Order shall be written in the English language and may be delivered personally or may be sent by FAX or registered email, addressed to the last known address of the party to whom it is sent.
7. **Patents and Other Industrial Property Rights:** The prices stated in the present Supply Order shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The

Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

8. **Amendments:** No provision of present Supply Order shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Supply Order and signed on behalf of both the parties and which expressly states to amend the present Supply Order.

**9. Taxes and Duties**

1. If Bidder desires for any Duty/taxes, over and above the quoted price, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
  2. If reimbursement of any Duty/Taxes is intended as extra over the quoted prices, the Bidder must specifically mention that in their bid. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
  3. If a Bidder chooses to quote a price inclusive of duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax are included in the price.
  4. Any change upward/downward in any duty/tax as a result of any statutory variation in excise taking place within Supply Order terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.
  5. If any new tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not attributable to delay in execution of work within the control of the contractor.
10. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (including ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum of Rs. 50,000/- of the Supply Order value within 7 days of acceptance of the Supply Order. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty.
11. **Payment terms** - The payment will be made as per the following terms, on production of the requisite documents:
- a) 50% payment will be released on successful defect-less delivery of 50 kVA DG set (Three Phase) with AMF panel & acoustic enclosure at delivery location mentioned in the tender document.
  - b) The balance 50% payment will be released on successful Installation, Testing & Commissioning of 50 kVA DG Set with foundation & terminations as per specifications given in the tender and handing over.

- c) Payment will be released by the NHIDCL Regional Office: Imphal, having GST No.14AAECN7759E1ZC. Payment will be made through NEFT/RTGS mode in the bank details provided by the bidder.
- d) No Advance payment & escalation will be made on contract rate.

(This shall form part of the Supply Order)

The following CAMC clause will form part of the contract placed on successful Bidder -

- a. **Period:** The Seller would provide comprehensive Maintenance Contract for a period of 5 years beyond the warranty period. The CAMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract.

The CAMC services would be provided in two distinct ways:

- i. **Preventive Maintenance Service:** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments/ tuning as may be required.
  - ii. **Breakdown maintenance Service:** In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable
- b. **Response time:** The response time of the Seller should not exceed 12 hours from the time the breakdown intimation is provided by the Buyer.
- c. **Serviceability:** Serviceability of 95% per year is to be ensured. This amounts to total maximum downtime of 18 days per year. Also unserviceability should not exceed 3 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at their own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD @Rs.1000 per day would be applicable for the delayed period.
- d. **Turnaround Time** Maximum repair turnaround time for equipment/system would be 3 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
- e. **Technical Documentation:** All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.
- f. **Location for Repair:** During the CAMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under CAMC at the current location of the equipment/system. However, in case certain components/sub systems are to be shifted out of location, prior permission of the Buyer would be required. On such occasions, before taking over the goods or components, the Seller will make alternate arrangement for Buyer to cover the estimated current value of item being taken.
- g. **Termination of Contract:** The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 2 months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.