

RFP for Selection of Contractor for Hiring of
Sound Proof Diesel Generating Sets

AT

KRISHI VASANT

9 – 13 February 2014 at Nagpur

Confederation of Indian Industry

on behalf of

Ministry of Agriculture, Govt. of India
and

Department of Agriculture, Maharashtra Government

Disclaimer

This Request for Proposal (RFP) is issued by CII in the capacity of Strategic Partner of the Event on behalf of the Department of Agriculture & Cooperation (DAC) Ministry of Agriculture.

This RFP is neither an agreement, nor an offer or invitation to perform work of any kind to any party. The purpose of this RFP is to provide interested parties with information to assist the preparation of their Proposal and Bid.

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correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the regulatory regime which applies thereto and by and all matters pertinent to the Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Project. Such statements estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of DAC and CII, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based & nothing in this RFP is, or should be relief on as, a promise, representation or warranty.

Definitions

Applicant	Refers to a single Corporate Applicant or a Consortium Corporate Applicant as the case may be.
Application	Application for qualification prepared in response to the RFP document as per section II.
Client	CII; Ministry of Agriculture, Government of India and Government of Maharashtra jointly and severally as per their internal division of roles and responsibilities.
Financial Year	The 12-month period, in case of: Commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
CII	Confederation of Indian Industry
DAC	Ministry of Agriculture Department of Agriculture & Cooperation (DAC), Govt of India

Timelines for the RFP		
Item	Date	Time
Date of Announcement	28 December 2013	1000 hrs
Date of Closing of Queries	3 January 2014	1100 hrs
Date of Pre-Bid meeting for any clarifications/ explanation of queries	3 January 2014	1200 hrs
Last Date for Modification in RFP (if any)	4 January 2014	1500 hrs
Date of Submission of Bids – All bids should have name details and contact information (address, email, telephone, mob, fax) of Agency on the outer envelop	07 January 2014	1130 hrs
Date of opening of Technical Bids	07 Jan 2014	1400 hrs
Presentation by Eligible bidders and open house discussions	08 January 2014	1100 hrs
Declaration of Results of Technical Bids	09 Jan 2014	1030 hrs
Date of Opening of Financial Bids	10 January 2014	1200 hrs
Date of Announcement for the selection of Agency	11 January 2014	1530 hrs

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1. INTRODUCTION:

The Government of India in collaboration with the Government of Maharashtra is organising a Grand Pan India Krishi Mela “National Agriculture Fair cum Exhibition- Krishi Vasant” at the Central Institute of Cotton Research (CICR), Nagpur, Maharashtra during 9 – 13 February 2014. Exhibition will have theme pavilions under different segments along with seminars, workshops, Kisan Goshthies etc. In addition to this, cultural events will also be organised. More than a lakh farmers from various States are expected to visit the exhibition. Apart from this, national/ international delegations, business representatives will also be visiting the exhibition. Innovative technologies will also be exhibited through ‘Live Demonstrations’ in the fields by various organisations such as ICAR institutions, SAUs, KVKs, Central/ State level organisations/ institutions in public and private sector from across the country, on all crops/ commodities in Agriculture and allied sector. Mega event which will also host Kisan Goshthies, Technical Seminars, Quiz Competitions, Award Distribution, Cultural Programmes, etc. Various Departments / Organizations from different Ministries (viz. Food & Consumer Affairs, Food Processing Industries, Rural Development, Water Resources, Chemicals and Fertilizers etc.) and State Governments have also been requested to participate. The event also coincides with centenary celebrations of Vasant Rao Naik, who steered agricultural development in Maharashtra during Green Revolution era and also to highlight contribution of the vibrant State of Maharashtra in the growth of National Agro economy.

It is planned to hire an agency to provide Sound Proof Generators for the Power requirement of the Event. Tenders based on “Two Envelope System” as stated hereunder, each envelope, sealed independently, along with the

relevant schedules and appendices duly filled in, will be received up to the time indicated in the timeline for RFP. The Bidders or their authorized representatives may be present at the time of the opening of the tenders.

2 SCOPE OF WORK

The scope of work would include supply, commission & maintain 62.5 / 125/ 250/ 500 or higher capacity Diesel Generator Sets as per the attached schedule. Main event will be covered by only 250 or 500 or higher capacity generators though the MoA or the CII will have a discretion to ask for two smaller capacity generators instead of a big one if site situation so demands.

Schedule of Wattage Requirement:

S.No.	DATE OF REQUIREMENT		LOAD REQUIRED
	From	To	(3 Phase Line)
1	10.01.2013	28.02.2014	80 kw (40 + 40 at two places)
2	10.01.2014	15.02.2014	80 KW (40 + 40 at two places)
3	20.01.2014	15.02.2014	80 KW (40 + 40 at two places)
4	05.02.2014	14.02.2014	1440 KW
5	07.02.2014	13.02.2014	ENTIRE LOAD of 10000 KW (all 4 above loads of 80 KW, 80 KW, 80 KW and 1440 KW are included in the full load of 10 MW)

NOTE: Schedule may vary as per further developments and requirements

The contractor needs to observe the following standard specifications for the Gensets are as follows (the specifications are subject to discussion

during or before the Pre-bid Meeting if these are deemed to favour any particular manufacturer):

- DIESEL ENGINE

Type : 4 strokes,

No: of Cylinders: 6 cylinders

Cooling : water cooled and turbo charged, Diesel Engine

Capacity : Minimum 600 BHP @ 1500 RPM under NTP conditions

Engine designed to run continuously, conforming to BS: 5514/ DIN-6271/IS 10002/ ISO – 3046. With an overload capacity of 10% for one hour in any 12 hours continuous operation

- The engine shall be complete with the following accessories:

Heat Exchanger

Corrosion inhibitor coolant

Paper element filters for fuel, lube oil and by-pass

Flywheel to single bearing alternator with housing

Dry type air cleaners and vacuum indicators

PT Self Adjusting direct fuel injection system

Silencer

Stainless steel exhaust flexible bellows

Electronic Control panel with digital governor suitable for synchronization

Electric Starter

Battery charging alternator

Electronic Instrument panel (Displaying the following):

Battery Voltage

Coolant Water Temperature

Lubricating Oil Pressure

Engine Speed

Engine Hours

Safety Control: High water temperature(HWT) (Trip & Indication for) : Low lube oil pressure (LLOP): Over speed stop

Air inlet system, Charging system, Control system, Exhaust system

Fuel consumption: At 75% of rated load the Bench Mark - Fuel

Consumption is 78.0 litres /hr.

Efficiency: 90% or higher. Performance Guarantee Certificate (Specifically indicated from Authorized agency for Certification) to be provided by the supplier for Type approval and conformity of production testing of DG set.

ALTERNATOR:

Alternator confirming to BS:5000/ IS:4722 with standard design with IP 23 Protection, suitably rated at 400 KW / 500 KVA at 0.8pf, 415 Volts, 3 phase, 4 Wires, 50 Hz., 1500 RPM, self excited (brushless excitation)and self regulated,

Band of Voltage Regulation +/-1.5% of rated voltage (from no load to full load) and Class "H" Insulation. Alternator should be mounted on a common single base frame and coupled directly to the engine.

BASE FRAME:

Sturdy, fabricated / welded construction, made out of high quality Steel section suitable for mounting the engine and alternator. The base frame shall be suitably designed to simplify transportation, handling, slinging, E&C. Shall have provision for levelling adjustments, as required during installation.

AMF CONTROL PANEL:

Cubicle type, floor mounting Control Panel, with dust and vermin proof for accommodating the following:

Suitable Moulded Case Circuit Breaker, Ammeter with Selector switch

Voltmeter with Selector Switch, 500 Volts

Frequency Meter

KWH Meter

KW Meter

Current Transformers

Indicating Lamps for Supply "ON" & Load "ON"

Instrument fuses

FUEL TANK: Fuel Tank should be located nearest to the DG set enclosure to ensure free flow of Diesel.

BATTERY: Suitable Dry type Batteries of Standard Make with leads and Terminals shall be part of the equipment. The pack shall be suitably positioned and modular withdraw able to ease of servicing. The Battery pack shall be minimum 180 AH, Lower capacity battery pack will be loaded to equipment cost.

NOISE LEVEL OUTSIDE the enclosure: 75 dbA at a distance of 1metre under free field condition and adhere to the guide lines of MOEF (Ministry of Environment and Forest) and CPCB (Central Pollution and Control Board) norms.

Provision to log essential parameters at 1minutes interval shall be provided along with Optional Data logger, to be quoted separately.

Desirable maximum ambient temperature without derating: Base level 480C but not less than 450C, considering peak summer temperature.

(For every degree increase advantage point to be given as per derating specified by supplier)

Lube oil System: Complete with cooling system, oil temperature monitor, filtration system up to 20 microns, level indicator and fume disposal system to be provided. Fuel system with primary and secondary fuel filter, fuel pump to be provided

The Supplier should attend to the Breakdowns within 24 hours of reporting the fault and put the DG set back in Operation. The supplier should provide the auto-recording Telephone number and any other contact number available for reporting the breakdown.

The Generators need to be Soundproof with acoustic enclosure conforming to CPCB Norms

NOISE LIMIT

(Noise Limit for Generator Sets run with Diesel were notified by Environment (Protection) second Amendment Rules vide GSR 371(E), dated 17th May 2002 at serial no.94 and its amendments vide GSR No 520(E) dated 1st July 2003; GSR 448(E), dated 12th July 2004; GSR 315(E) dated 16th May 2005; GSR 464(E) dated 7th August 2006; GSR 566(E) dated 29th August 2007 and GSR 752(E) dated 24th October 2008; G.S.R. 215 (E), dated 15th March, 2011 under the Environment (Protection) Act, 1986) Noise Limit for Generator Sets run with Diesel

Noise limit for diesel generator sets (upto 1000 KVA) manufactured on or after the 1st January, 2005

The maximum permissible sound pressure level for new diesel generator (DG) sets with rated capacity upto 1000 KVA, manufactured on or after the 1st January, 2005 shall be 75 dB(A) at 1 metre from the enclosure surface.

The diesel generator sets should be provided with integral acoustic enclosure at the manufacturing stage itself.

The implementation of noise limit for these diesel generator sets shall be regulated as given in paragraph 3 below.

The acoustic enclosure or acoustic treatment of the room shall be designed for minimum 25 dB (A) insertion loss or for meeting the ambient noise standards, whichever is on the higher side (if the actual ambient noise is on the higher side, it may not be possible to check the performance of the acoustic enclosure/acoustic treatment. Under such circumstances the performance may be checked for noise reduction upto actual ambient noise level, preferably, in the night time). The measurement for Insertion Loss may be done at different points at 0.5 m from the acoustic enclosure/ room, then averaged.

The DG set shall be provided with proper exhaust muffler with insertion loss of minimum 25 dB (A). These limits shall be regulated by the State Pollution Control Boards and the State Pollution Control Committees.

Guidelines for the manufacturers/ users of Diesel Generator sets shall be as under:-

Installation of DG set must be strictly in compliance with the recommendations of the DG set manufacturer.

Date of manufacture of the product

The Agency shall provide LT Distribution Panel with each DG Set having adequate capacity incomer & CCB & 4 Way outgoing 3 – Phase Circuits with fuses, necessary LT Cables connecting the Generator to LT Distribution Panel along with proper earthing to LT Feeder Pillar

The Generator will run continuously on full load so sufficient fuel supply has to be maintained

The Agency shall provide sufficient numbers of electrical supervisors, electricians & helpers for operations & maintenance round the clock at each location

The date of the event is February 9-13 2014 subject to minor modifications.

The Work may entail set up of an office at the site, which may require deputation of staff in advance as well as during the event.

3 **Eligibility Criteria**

- Professional agencies who have been in the field of Temporary Power Supply Arrangement through Generators envisaged in this RFP for a minimum period of 5 years at least are eligible.
- The agencies should have work orders with invoice values totalling to at least Rs. 200 lakhs from Generator supply only in last three years, copy of invoices would be required to prove this. *
- Bidder should be a registered company under service tax.*
- Copy of Valid Electrical Contractor Licence *
- Copy of Service tax/VAT registration certificate *
- Copies of Income-tax returns of last 3 years, 2010-11, 2011-12, 2012-13 with PAN number.*
- Company Profile
- The details of similar works done in past

- The Bidder must have Permanent Account Number (PAN) issued by the Income Tax department. (Copy of PAN should be provided)
- Attested copy of the company/firm's annual report has to be attached along with the Bid.
- Bidder should submit an undertaking that Bidder (or any member of the consortium) as a company/consortium has not been black listed by any Govt. Dept. / Agency in India and that the products being quoted have not been rejected similarly
- All Bidders must submit duly signed and stamped copy as acceptance to reflect that the Terms and Conditions indicated in the RFP are acceptable to them.

All the documents marked in “*” should be submitted only after due attestation by notary public

4 **OUTLINE OF BID PROCESS**

Applicants to download the detailed RFP from any of the following website link

1. Ministry of Agriculture (www.agricoop.nic.in)
2. Maharashtra Government (www.mahaagri.gov.in)
3. CII (www.cii.in)
4. CICR (www.cicr.org.in)

- Sealed Bids will need to be dropped in hard copy at CII office where there will be closed bid box by 07 January 2014 No bid will be accepted after 11.30 hrs of this date.

- Technical Bids will be opened as per the time line for the RFP and a panel of senior CII official with DAC officials & PWD Official will evaluate and award the technical scores to the same. The Applicants who qualify based on the technical evaluation will be intimated the date of financial bid opening.
- The Applicants are expected to examine the RFP document in detail to submit their Applications.
- CII reserves the right not to follow-up this RFP and terminate the entire selection process without any obligation to any of the Agencies at any stage.

4. TERMS & CONDITIONS FOR SUBMITTING THE BIDS:

- The rates shall be valid for a period of one year at least from the date of award. The job shall be completed under the direct supervision and direction of the officer/officers deputed by the CII and Ministry of Agriculture, & PWD.
- The contractor/bidder will not be allowed to alter or modify their bids after expiry of the deadline for receipt of modified bids. Bids could be modified as a result of increase / decrease of Power requirement post the presentations by all bidders
- The Financial Bid will be submitted mentioning the rates of work and items. The contractor/bidder is required to quote the rates for all items/services/works for Nagpur. The rates shall be inclusive all taxes. The rates quoted otherwise will not be accepted and the tender will be liable to be rejected.

- Bids/quotations received without Bid Security money will be rejected and their Technical and Financial Bids will be returned un-opened.
- Every bid shall be accompanied by a Bank Draft/Pay Order of Rs 2,00,000 (Rupees two lakhs only) duly endorsed in favour of “Confederation of Indian Industry” and payable at New Delhi as Earnest Money. The security shall be valid for a period of 60 days beyond the final bid validity period.
- The selected agency/ successful bidder will have to deposit Performance Security for sum of Rs. 18,00,000 (Rs. eighteen lacs) or 15% of the total value of the work whichever is more by way of Bank Guarantee from a scheduled Commercial Bank in India (in a format prescribed by CII and Ministry of Agriculture) before the issuance of work order. This Performance Security is liable to be forfeited fully or partially in case of persistent default by the Bidder discharge of obligations cast upon it as per the RFP and Work Order to be issued separately.
- The Performance Security shall remain valid up to 120 days beyond the completion of the event or completion of all contractual obligations whichever is later. The Performance security of any additional amount required for any particular work will have to remain valid for a period of 90 days from the date of completion of work.
- No excuse will be entertained for non-compliance of the job in the stipulated time frame. If at any stage it is found that the work done by the contractor/bidder in any area is substandard or not up to the mark, the CII will have full power/right to get the job completed from any other agency at the risk and responsibility of the contractor/bidder

and deduct the expenditure so incurred from the bill and also forfeit the Performance Security money.

- The rates quoted for the tender shall include transportation charges, diesel, deep earthing, any crane required for placing the Generator, fooding, boarding and lodging, incidental expenses of the deployed manpower and delivery of the material at the exhibition site and all applicable taxes.
- Taxes charged will be as per rates prevalent at the time of award/execution of work in keeping with the relevant notification(s). Any change in Government levies, duties and taxes will be to the Client's account. However, if a Bidder mentions lower levies / duties / taxes than the applicable ones, no extra amount will be paid but the Bidder will have to deposit applicable levies / duties / taxes, as the case may be. If higher percentages of levies / duties / taxes are quoted, only the applicable ones will be paid.
- The responsibility of safety and security of the material & storage of Diesel will be of the contractor/bidder at the exhibition site. The CII will not be responsible for any loss or damage to the items.
- Adequate Back up for the Generators & Diesel Requirement should be made by the Agency / Bidder (preferably about 10%).
- If an item is executed not to the satisfaction of the Physical Verification Committee (in terms of quality, quantity and the manner in which it is accomplished) and the Committee has no option but to accept it due to paucity of time, penalty of up to 50% may be imposed on such item(s) as may be deemed appropriate by the Committee if

defects are not rectified even after giving opportunity to the contractor to rectify the defects.

- If certain items / services included in the work order are not completed beyond the stipulated date of the event or pre-decided date of installation / commencement of operations, whichever is earlier, a penalty of up to 50% of value of such items / services (to cover the risk purchase and to have sufficient deterrence) may be levied in addition to withholding payment for such not completed items. The CII would then be free to get the work done from another vendor at the risk and cost of the selected Bidder.
- The total value of penalty as a consequence of above 2 clauses will not exceed 20% of the Contract Value.
- The rates are to be quoted in **Annexure – 3**. The rates shall be inclusive of all Taxes / Vat etc. Service Tax charged shall be however as per the rates prevalent at the time of award / execution of work.

6 **HOW TO APPLY**

- The bidders should submit the Technical and Financial Bids in separate sealed envelopes to be put in one big envelope. (Earnest Money Deposit should be placed in the technical bid envelope.)
- The outer envelope containing the sealed Technical & Financial Proposals should be marked “Response to RFP for Selection of Contractor for Providing Soundproof Diesel Generators for Krishi Vasant” and addressed to:

C/o Confederation of Indian Industry
3rd Floor, 23 Institutional Area
Lodhi road
New Delhi – 110 003

- The proposal should be submitted on or before 1130 hrs on or before January , 2014

7 THE BID PROPOSAL

The Proposal shall consist of two parts:

- **Technical Proposal T-1 and Bid Security**
- **Financial Bid as per Annexure – 3**

7.1 Technical Proposal

The following documents from a Bidder shall constitute the Technical Proposal:

- a) Letter of Expression of Interest along with the following documents as applicable:
 - i. Certificate of Incorporation
 - ii. Shareholders Agreement in case of Limited companies
 - iii. Duly signed board resolution (s) authorizing the person signing the proposal to sign on behalf of the Bidder
 - iv. Bidder should submit an undertaking that Bidder as a company/firm has not been black listed by any Govt. Dept. / Agency in India and that the products being quoted have not been rejected similarly nor its services been blacklisted by any government agency
 - v. The Bidder must have company / firm registration certificate, registration under labour laws & contract act, valid Service Tax registration certificate and Permanent Account Number (PAN) issued by the Income Tax department. (Copy of each registration should be provided as the case may be)
 - vi. Attested copy of the company/firm's annual report has to be attached along with the Bid.

- vii. All Bidders must submit duly signed and stamped copy of Letter of Acceptance to reflect that the Terms and conditions indicated in the RFP are acceptable to them (Annexure - 2).
 - viii. Blank financial bid.
- b) All documents as mentioned in the eligibility criteria as given at para 3.0
- c) Each bidder will make presentation of 15 minutes which will be evaluated based on the parameters mentioned in the technical bid evaluation.

7.2 Evaluation of Bids

Evaluation of the bids will be done in two stages and at the end of every stage, short listed bidders will be informed of the result to have a fair and healthy competition. The following is the procedure for evaluation.

The Bid evaluation Committee may relax a very minor deviation both in prequalification bid or technical bid as far as point to point adherence is concerned, so long as the deviation is suitably compensated or exceeded by any other higher specification or essential parameter to such an extent that the overall system performance or installation/ operation related capability do not get compromised. While considering any such minor relaxation, it will be ensured that such a relaxation does not change substance of the bid or does not prejudice the bid process from the point of view of equity and fair play. The decision of DAC in this regard shall be final and shall not be called upon to question under any circumstances.

7.3 Technical Bid Evaluation criteria (total 100 marks)

The technical bids of only those bidders who are fulfilling all eligibility criteria will be evaluated

1.	Years of Professional Experience in the field of Electrical Work (Maximum Marks-10) The agency has to provide at least one work-order for each year.			
	Less than 3 years will disqualify	5 to 7 years	5	
		8 up to 10 years	10	
		> 10 years	15	15
2	Diesel efficiency and additional useful specs of the Generator			15
3.	No. of the generator related electrical works organized in the last three years (minimum value 10 lacs each) (2010-11, 2011-12, 2012-13) (Max Marks - 10) : Percentile basis			10
4.	Turnover of the Bidder from Generator business (Percentile basis maximum turnover gets 15 marks)			15
5.	Plan for the Backup supply for any failure			15
6	Plan for transport of Generators, Diesel storage & Placement of Generators			10
7	Plan to ensure that the agricultural land is not spoiled by diesel / lubricant leakage			10
8	Detailed Chart of Technical & Operational Manpower with their name, qualification who would be present on the site			10

All the above parameters shall be supported with documents by the Bidder with adequate support for facilitating the Technical evaluation

Bidders with 60 marks shall qualify

Note: If, after evaluation of Technical Bids and finalization of exact Plan, it appears that certain quantities/nos. need to be changed substantially or some new line items are to be included, the Bidders may submit modified Financial Bids before the same are opened. However, prices of any line item cannot be increased at this stage except for any other reasons which are way beyond the scope of work originally envisaged in the RFP. Such exceptions will be spelt out before receiving amended Financial Bids.

7.5 The Financial Proposal

The financial proposal should be in the format given in Annexure - 3. The Bid shall be valid for consideration by the Bid Evaluation Committee for a period of 90 days from the last day of its submission. However a period of at least 1 weeks will be given for execution of work.

7.6 Evaluation of the Financial Bid

The Financial scores (Tn) will be calculated on the basis of lowest financial quote (Fm) by awarding maximum financial score (i.e. 100) to the lowest bid i.e. Fm. The scores awarded to other bidders with a bid value of Fb will be $Tn = Fm/Fb \times 100$.

8.0 SELECTION OF THE BIDDER

- The selection of the contractor/bidders will be done on the basis of cost-cum-quality formula of marks obtained for Technical and Financial Bids. The calculation of marks will be done as described above
- 20% of the technical bid and 80% of the financial bid will be considered.

- Final selection of the agency will be done on the basis of final score of the bid i.e. $(0.2 \times T_b) + (0.8 \times T_n)$. The bid with the highest final score calculated in this fashion shall be considered as the best value bid. In case of a tie, the bid that scored a higher Technical score (T_b) will be considered the best value bid.
- The applicant scoring overall highest score will be selected. Negotiation on prices of highest ranked bidder may take place after seeing reasonableness of unit rates.

9.0 SPECIFIC TERMS AND CONDITIONS

- The agency shall provide DG Set / Sets one day before & give load trial
- The Agency shall provide sufficient Additional Generator Set in spare of same capacity so that if any generator fails same shall be replaced immediately
- The agency will have to provide earthing to each DG Set as per the electricity Regulations 2010.
- The Agency shall obtain the necessary permissions from Electrical Inspector, Nagpur for each DG Set

10.0 NON – CONFORMING BID

Any bid may be construed as a non-conforming bid and ineligible for consideration if it does not comply with the requirements of this RFP. In addition, bids that appear to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the task may also be disqualified. The decision of DAC in this regard would be final.

11.0 AMENDMENT OF BIDDING DOCUMENTS

At any time till 3 days before the deadline for submission of bids, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, the Client may modify the bidding document by amendment. All prospective Bidders who have received the Bidding Document shall be notified of the amendment by uploading on the websites above or will be notified in writing by e-mail and / or post, and all such amendments shall be binding on them. The bidders are requested to visit the said website on regular basis for checking necessary updates, if required. CII reserves the right to extend the deadline for the submission of bids.

12.0 DISQUALIFICATION

The bid is liable to be disqualified in the following cases:

- Bid not submitted in accordance with this document
- The bidder disqualifies the bid with his own conditions
- Bid received in incomplete form
- Bid is received after due date and time
- Bid is not accompanied by all requisite documents
- Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any
- Financial bid is enclosed with the same envelope as technical bid.

13.0 FORFEITURE OF BID SECURITY

The Bid Security can be forfeited if a Bidder

- Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or

- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the CII/MOA regarding forfeiture of the Bid Conservancy shall be final & shall not be called upon question under any circumstances.
- Violates any such important conditions of this RFP document or indulges in any such activity as would jeopardize the interest of the client. The decision of the client regarding forfeiture of the Bid Diesel Generating Sets shall be final & shall not be called upon question under any circumstances.
- In case of the successful Bidder, if the Bidder fails
 - a. To sign the Contract in accordance with RFP or
 - b. To furnish Performance Guarantee

14.0 EXTENSION OF PERIOD OF VALIDITY

In exceptional circumstances, the CII/MOA may solicit the Bidder's consent to an extension of the period of validity of the Bid. The request and the response thereto shall be made in writing. Extension of Bid validity period by the bidder should be unconditional. The Bid Security provided shall also be suitably extended.

15.0 USE OF PROJECT DOCUMENTS AND INFORMATION

Applicant shall not, without prior written consent from CII, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the CII in connection therewith, to any person other than a person employed by the agency in the performance of the Contract.

All project related documents issued by CII, other than the Contract itself, shall completion of the agency's work under the Contract.

Copyright of all the project documents lies with CII and agency cannot exercise any rights on the documents. No information should be made public either directly or indirectly nor allowed to be accessed by an unauthorized person.

In any circumstances, for any conditions breach on agencies behalf, Applicant will be fully responsible for the same and if required, CII may levy penalty for the same and / or any legal or administrative action taken against the agencies.

16.0 MAINTAINENCE & SECURITY

- The contractor must ensure at all times that the land provided for Exhibition is an Agricultural Research land and no deed is to be performed which spoils the soil. The contractor may also need to undo any damage to the soil due to external material.
- The Contractors shall be responsible for maintenance and watch and ward of the Structures and Equipment and other infrastructure, safety of all fittings and fixtures till the end of the event.
- The Contractors would also solely be responsible for all his staff, whether permanent or temporary, and ensure their safety and security. CII will not be, under any circumstances, responsible for this.

17.0 VENUE DETAILS

- CICR Grounds, Nagpur. Layout Plan is enclosed as per **Annexure – 1**

18.0 SCHEDULE OF PAYMENTS

The Contractors who successfully qualify, and selected to work on the project would be paid in a graded format.

1. **First Instalment: 30%** advance payment on submission of 33% Bank Guarantee (in addition to Performance Security) within 15 days of selection and completion of all requirements by the selected Bidder.
2. **Second Instalment: 50%** within 7 days of completion of event without any encumbrances and after physical verification by committee.
3. **Third and Final Instalment: 20%** within 15 days of the completion of project and on Clearance of CII for successful completion of project, dismantling, handing over of items to be retained by the Client and after deducting any damages as may have occurred at the venue for which the CII or Ministry may have to pay penalty after submission of final Invoices..

19.0 OTHER IMPORTANT GOVERNING PROVISIONS

19.1 Right to Accept or Reject any or all Application(s)

Notwithstanding anything contained in this RFP, CII reserves the right to accept or reject any Application and to cancel or withdraw the RFP process and reject all Applications in full or in part, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

19.2 Dispute Resolution Mechanism

If a dispute of any kind whatsoever arises between CII and the Generator Providing agencies in connection with or arising out of the BID or the execution of the Power Supply, whether during the execution of the Event or after its completion and whether before or after repudiation or termination of the agencies Agreement, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of CII, the matter in dispute

shall be referred in writing to the Director (Legal), CII. Not later than 28 days after the day on which it received such reference, he shall give notice of its decision of the same to the Bidder/successful bidder. If such a decision made under this Clause is not acceptable to any party, DAC, MOA shall be shall resolve the dispute except for issues falling under clause

19.3 Termination

CII may terminate the Contract of the agency in case of the occurrence of any of the events specified below:

- If the Agency becomes insolvent or goes into compulsory liquidation.
- If the Agency, in the judgment of CII, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- If the Agency submits to CII a false statement which has a material effect on the rights, obligations or interests of CII
- If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to CII
- If the Agency fails to provide the quality services. Reasons for the same would be recorded in writing.

In such an occurrence CII shall give a written advance notice before terminating the Contract of Agency.

19.4 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. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or

of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal as soon as possible.

19.5 Arbitration

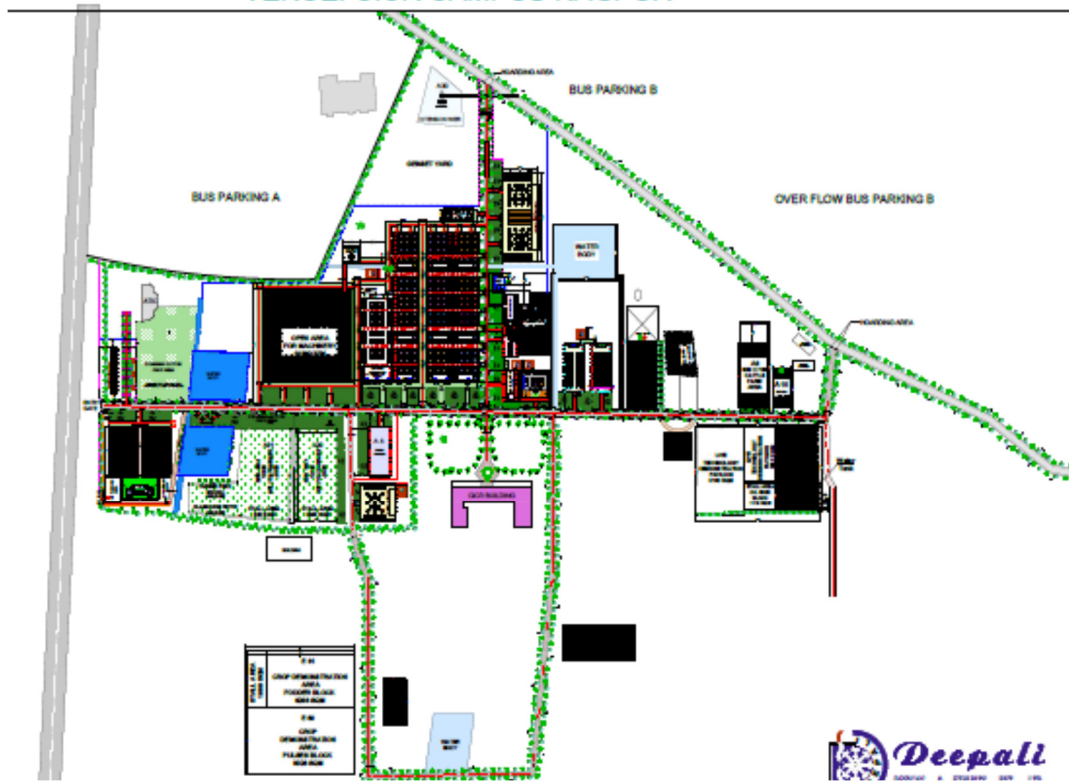
Hon'ble High Court of Delhi will have the jurisdiction venue of arbitration will be New Delhi and will be governed by provisions of the Indian Arbitration & Reconciliation Act.

19.6 Jurisdiction

The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.

ANNEXURE - 1

EVENT : KRISHI VASANT
VENUE: CICR CAMPUS NAGPUR



Annexure 2

(To be Signed and submitted by contractors on their Letter heads)

Declaration regarding Acceptance of Terms & Conditions contained in the Tender Document

To,

The Confederation of Indian Industry

3rd floor, 23 Institutional Area, Lodi Road

New Delhi – 110 003

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document for the Selection of Contractor for Hiring of Sound Proof Diesel Generating Sets. I declare that all the provisions of this Tender Document contained in the RFP are acceptable to my Company.

I further certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

Yours Truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Annexure-3 (FINANCIAL BID FORMAT)

SL no	Item	Unit	Days	Hours	Quantity	Total Requirement	Rate	Total	Taxes (e.g. Service Tax, Sales Tax) included in Total Cost	
									Type and %age of Tax (Please Indicate each tax separately)	Amount of tax
1	To Provide Uninterrupted Power through Silent Gensets with diesel for 8 Hrs running through 250,500 kva or higher capacity Gensets all Gensets are to be supplied with LT Cable (25 mts / generator)of suitable capacity LT Feeder Pillar of adequate capacity incomer MCCB & 4 Way outgoing 3 –	Agency to provide break up to meet the Power load (NOS of Genset capacity, efficiency of output power in KVA and diesel consumption per hour in a separate Annexure) * should the final requirement change in the execution period the same will be calculated latest By 25 Jan 2014 and units which	5	8	10000 KW*	50000	(Rs _____ /for per KW per 8 hrs)			

	Phase Circuit with Fuses	will be cost effective and efficient for the event will be ordered							
2	To Provide above mentioned Power for additional one Hr	same as above	5	1	10000 KW*	50000	(Rs _____ /for per KW per 1 hr)		
3	To Provide Uninterrupted Power through Silent Gensets with diesel 500 KVA during set up days for 8 Hrs including	1	4	8	375 KW	32	(Rs _____ per genset with 8 hours of continues running with diesel)		

	relocation with in the venue								
4	To Provide Uninterrupted Power through Silent Gensets 500 KVA during set up standby for 24 hrs	1	4	24	per unit	4	Rs _____ per day		
5	To Provide Uninterrupted Power through Silent Gensets with diesel 500 KVA hired as standby Per Hour including relocation with in the venue	1	4	16	375 KW	64	Rs _____ per genser per one hour of Running)		
6	To Provide Uninterrupted Power through Silent Gensets 125 KVA during pre set up days (1	30	NA	per unit	30	Rs _____ per day		

	including reallocation with in the venue)									
7	Per hour running of the above mentioned Gensets (inclusive of diesel)	1	30	4	85Kw	120	Rs_____per genser per one hour of Running)			

More detailed and fine-tuned Bid Format for calculating total Financial Bid will be uploaded by two days.