GOVERNMENT OF ASSAM
DIRECTORATE OF VIGILANCE AND ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI – 781032.

Tender Notice

Sealed Tender bids are invited from reputed / authorized supplier/ manufacturer for Supply, Installation and Commissioning of 125KVA Diesel Generator Set at The Directorate of Vigilance & Anti-Corruption, Assam, Srimantapur, Guwahati, so as to reach the undersigned at the address given below latest by the date and time specified here in below.

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Particular</th>
<th>EMD(Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supply, Installation and Commissioning of 125 KVA</td>
<td>Rs. 20,000/- (twenty thousand only)</td>
</tr>
<tr>
<td></td>
<td>Silent Diesel Generator Set</td>
<td></td>
</tr>
</tbody>
</table>

2. Bid documents containing complete Details, Specifications, Terms and Conditions etc can be downloaded from the DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI website http://www.dvgvigilance.assam.gov.in. The download tender Document (PDF Format) comprises:
   Part – I : Technical Specifications (Schedule-‘A’)
   Part – II : Commercial Terms & Conditions

3. The Technical Bids so received, shall be opened, on the date and time specified below at the Directorate of Vigilance & Anti-Corruption, Assam, Srimantapur, Guwahati, in the presence of the bidders or their authorized representatives, those wish to be present.
   The Financial bids of only eligible Tender (s) shall be opened. The date and time of opening the financial bids shall be announced on the day of opening of technical bid.

Important Dates:

<table>
<thead>
<tr>
<th>Last date for Submission of Bids</th>
<th>14th Dec., 2018 up to 12:00 Noon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening of Technical Bid</td>
<td>14th Dec., 2018 at 04:00 PM</td>
</tr>
</tbody>
</table>
4. **Important Instructions:**

1. The offer shall be submitted on downloaded tender document only. The Document can be downloaded from the websites at [https://dgvigilance.assam.gov.in](https://dgvigilance.assam.gov.in) or [http://www.assampolice.gov.in](http://www.assampolice.gov.in)

2. The Main envelope should contain following three envelopes duly sealed.
   
   (a) **EMD Envelope:** This should contain Demand Draft (D.D) for EMD document in favour of “The Directorate of Vigilance & Anti-Corruption, Assam, Srimantapur, Guwahati” payable at SBI New Guwahati Branch, Guwahati, Assam.
   
   (b) **Technical Bid:** Schedule- ‘A’ and the General Commercial Terms & Conditions.
   
   (c) **Price Bid:** (Schedule ‘B’) should contain only Price Bid in sealed envelope.

   All the four envelopes should be super scribed with tender No., date of opening and Name of the bidder.

5. Offer without EMD is liable to be rejected forthwith.

6. The Tender, duly completed, should be sent to Purchase Officer (On given below address) by RPAD or Speed Post (Hand Delivery is not acceptable) so as to reach latest by the date and time Specified here in above. Tender received after the due date and time shall be rejected irrespective of delay due to postal service or any other reasons.

7. Any technical query, information clarification pertaining to this tender may be referred to Superintendent of Police (Admin.) Directorate of Vigilance & Anti-Corruption, Assam, Srimantapur, Guwahati. Ph No-94350-60049 or e-mail:- adgp-vac@assampolice.gov.in

**Note:-** DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, GUWAHATI reserves all the right to reject any OR all tenders without assigning any reason.

**Address for tender submission:** The sealed tenders may to be dropped in the tender box or sent by Registered Post maintained in the below noted office:

Superintendent of Police (I),
Directorate of Vigilance & Anti-Corruption, Assam,
Srimantapur, Guwahati-781032.

Superintendent of Police (I)
Vigilance & Anti-Corruption, Assam,
Srimantapur, Guwahati-32.
### PART-I

**SCHEDULE-'A'**

**Technical specifications for 125 KVA (Liquid cool) Silent Diesel Generator Set**

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Parameter</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Prime Rating at rated rpm</td>
<td>125 KVA</td>
</tr>
<tr>
<td></td>
<td>(as per ISO8528)</td>
<td>100 kW</td>
</tr>
<tr>
<td>2</td>
<td>Frequency</td>
<td>50 Hz</td>
</tr>
<tr>
<td>3</td>
<td>Power factor</td>
<td>0.8 lagging</td>
</tr>
<tr>
<td>4</td>
<td>Voltage</td>
<td>415(3Ø) V</td>
</tr>
<tr>
<td>5</td>
<td>Excitation</td>
<td>Self-excited and self-regulated</td>
</tr>
<tr>
<td>6</td>
<td>Fuel</td>
<td>Diesel</td>
</tr>
<tr>
<td>7</td>
<td>Start</td>
<td>Electric Start,</td>
</tr>
<tr>
<td>8</td>
<td>Exhaust Silencer</td>
<td>Residential Type Silencer</td>
</tr>
<tr>
<td>9</td>
<td>Warranty</td>
<td>All-inclusive warranty of 12 months.</td>
</tr>
<tr>
<td>10</td>
<td>Documents</td>
<td>All manuals for operation and maintenance of the DG set must be provided.</td>
</tr>
<tr>
<td>11</td>
<td>Standards</td>
<td>Alternator and Generator and other items used in the DG set should conform to IS standards.</td>
</tr>
<tr>
<td>12</td>
<td>Installation</td>
<td>Vendor must quote for installation, Earthing and commissioning of the DG set at the site.</td>
</tr>
<tr>
<td>13</td>
<td>Environment protection</td>
<td>The DG set must meet all environment protection rules &amp; regulations of Govt. of India in respect of noise and emission norms.</td>
</tr>
<tr>
<td>14</td>
<td>Battery &amp; Battery Charger</td>
<td>As per standard requirement</td>
</tr>
<tr>
<td>15</td>
<td>Type of acoustic enclosure</td>
<td>Rectangular cubicle in shape, weather proof outdoor duty type with integrated residential type silencer, built by Original Engine Manufacturer and factory integrated</td>
</tr>
<tr>
<td>16</td>
<td>Sound level with Acoustic Enclosure</td>
<td>75 dB at a distance of 1 metre as per ISO 8528/3744 Standard</td>
</tr>
<tr>
<td>17</td>
<td>Fuel tank</td>
<td>Totally Integrated to the acoustic enclosure with minimum 8 hrs. of operation on 75% load with fuel level indicator on or inside acoustic enclosure.</td>
</tr>
<tr>
<td>Sr. No</td>
<td>Parameter / Specification</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>CONTROL PANEL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Integrated inside the acoustic enclosure and fully accessible on opening the door of the acoustic enclosure.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Digital LCD display for all engine, battery, fuel &amp; alternator parameters</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Engine &amp; alternator monitoring &amp; safety system with additional safety controls like high oil temperature trip, high water temperature trip etc</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Current transformer (CT) of suitable class &amp; ratio (3 nos.)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Electronic Energy Meter</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Ammeter, Volt meter, Frequency meter</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>LED Indicators for ‘DG ON’, ‘Load ON’</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>3 Phase Line Voltage Monitoring facility (LVM)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>MCB &amp; RCCB as per standard requirements</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Control wiring and power wiring up to MCB with a laminated copy of wiring diagram fixed inside the control panel</td>
<td></td>
</tr>
</tbody>
</table>

Superintendent of Police (I)
Vigilance & Anti-Corruption, Assam,
Srimantapur, Guwahati-32.
PART-II

GENERAL COMMERCIAL TERMS AND CONDITIONS

DEFINITIONS:

- Tenderer/Supplier/Bidder: These terms are synonyms and mean the firm which intends or which has submitted offer in response to this tender.
- Tender / Bid Document: means this tender document.
- The Directorate of Vigilance & Anti-Corruption, Assam, Srimantapur, Guwahati having its office at Srimantapur, Guwahati -781032 its successors and assignee.

1. The tenderer should thoroughly read all the clauses of the tender document before submitting the duly filled in Tender.

Tenderer shall place the following ANNEXURES as FIRST SEVEN pages of their Technical Bid in the following sequence.

<table>
<thead>
<tr>
<th>PAGE</th>
<th>ANNEXURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST PAGE</td>
<td>ANNEXURE - 1</td>
</tr>
<tr>
<td>SECOND PAGE</td>
<td>ANNEXURE - 2</td>
</tr>
<tr>
<td>THIRD PAGE</td>
<td>ANNEXURE - 3</td>
</tr>
<tr>
<td>FOURTH PAGE</td>
<td>ANNEXURE - 4</td>
</tr>
<tr>
<td>FIFTH PAGE</td>
<td>ANNEXURE - 5</td>
</tr>
<tr>
<td>SIXTH PAGE</td>
<td>ANNEXURE - 6</td>
</tr>
</tbody>
</table>

2. SUBMISSION OF BID DOCUMENT:
The DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, GUWAHATI follows two bid systems. Tenderer shall submit two separate bids viz (a) and (b) below:

a) **Technical Bid:** This shall be in sealed envelope. It shall be super scribed shall contain the following:

<table>
<thead>
<tr>
<th>Technical Bidder</th>
<th>Tender No.</th>
<th>Name of Bidder</th>
</tr>
</thead>
</table>

Six pages as mentioned in condition 1 above and TENDERERS SHOULD FURNISH THE FOLLOWING DETAILS:
Technical Specifications (Part-I) and General Term & Conditions (Part -II) of Tender Document Duly Sign on each page by Authorized Signatory as token of his acceptance.

i) Company Registration Details
ii) Authorisation Certificate from Manufacturer.
iii) Pan Card Details
iv) List of customers
v) GST Registration details
vi) Details, Documents, Literature, Certificates etc. for the equipment / Material offered about General commercial terms and condition

a) **Price Bid:** This shall be in sealed envelope:
It shall contain offer price in the form specified in the tender document as Schedule- 'B'. The Printed Price list or price in different format will render the offer liable for rejection.

It shall be super -scribed as:

<table>
<thead>
<tr>
<th>Technical Bid:</th>
<th>Tender No.</th>
<th>Name of Bidder</th>
</tr>
</thead>
</table>
c) **EMD Envelope:** This envelop shall contain the following: Demand draft in favour of "Directorate of Vigilance & Anti-Corruption, Assam, Guwahati" payable at the SBI New Guwahati Branch, Guwahati, Assam for EMD Supporting document, as mentioned hereof, if bidder seeks exemption in EMD.

   It shall be super – scribed as:

<table>
<thead>
<tr>
<th>EMD Envelope</th>
<th>Tender No.</th>
<th>Name of Bidder</th>
</tr>
</thead>
</table>

   d) **Main Envelope:** This envelope shall contain envelope of Technical bid, Envelop of EMD and Envelope of Price Bid. It shall be super – scribed as:

<table>
<thead>
<tr>
<th>Main Envelope</th>
<th>Tender No.</th>
<th>Name of bidder</th>
</tr>
</thead>
</table>

   ✓ The entire bid document (Main envelope mentioned above) should be submitted so as to reach this office not later than 04.00 P.M. on due Date as specified in the tender notice through RPAD or Speed post.

   ✓ Incomplete bids and amendments and additions to bids after opening of the bids will be ignored. The purchase committee of DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, GUWAHATI shall evaluate the techno-commercial view of the tender.

   ✓ DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, GUWAHATI reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their supplied materials. This decision will be done at the sole discretion of DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, GUWAHATI only.

   ✓ The price bid of those who are techno-commercially qualified shall only be opened.

3. **PRICE EVALUATION:**

   No price preference shall be given on any account. All tenders will be evaluated on firm price end-cost basis for each item; the parties however shall give the detailed break-up of the end cost. If DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI feels that there is lack of serious competition or for any other reasons, THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI may negotiate with the L-1 party for each item. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI's decision to accept any or all tenders shall be final and binding on all the parties.

4. **EARNEST MONEY DEPOSIT: (E.M.D.)**

   Bidders are required to submit Earnest Money Deposit amount of Rs. 20,000/- with their bids. The EMD is payable by Demand Draft, of any Nationalized Banks, drawn in favour of the Directorate of Vigilance & Anti-Corruption, Assam, Guwahati payable at SBI New Guwahati Branch, Guwahati, Assam.

5. **DELAYED AND LATE TENDERS:**

   No Tender shall be accepted / opened in any case which are received after due date and time of the receipt of tender irrespective of delay due to postal services or any other reasons and THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI shall
not assume any responsibility for late receipt of tender. Any correspondence in this matter will not be entertained.

6. **Prices:**
   The details of the price shall be given in Price Bid (Schedule-B) only and nowhere else. Prices quoted shall be FIRM and on F.O.R. Destination basis (i.e. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI). However, the tenderer should indicate in the Price Bid, the break-up of Unit F.O.R. Destination Prices with break-up of Unit Ex-works price, GST, average freight, packing charges, Insurance Charges, Installation and commissioning Charges. Tenderer should quote the Freight as well as Insurance Charges both separately as shown in price bid.
   
The tenderer should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is mandatory. Cost components hidden / furnished elsewhere will not be considered and will be ignored outright.

   **Only for Traders - Tender:**
   [i] In case of a trader-tender, if the quotation is furnished for all inclusive rates and the rates of taxes and duties are indicated without indicating the amount, in such cases, the price is eligible for statutory variation.
   [ii] Where the trader-tender quotes all inclusive rates without indicating the rate of Taxes and Duties included in the quoted price, the price is not eligible for any statutory variation.

7. **REFUND / FORFIETURE OF E.M.D**
   EMD will be forfeited if (i) the tender, it covers, is withdrawn during the validity of the offer or (ii) the tenderer fails to furnish / deposit the Performance Guarantee towards Execution Period (security deposit).
   
   EMD of the unsuccessful tenderers will be returned without intimation within 60 days of placing of the order to the successful tenderer subject to the unsuccessful bidder returning the original receipt of the EMD together with the advance stamped receipt, to the Administrative Officer of THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI. EMD will be returned to the successful bidders, only on their submission of performance guarantee towards execution period against order released to them.

8. **PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION PERIOD: (i.e. SECURITY DEPOSIT):**
   Successful tenderer will be required to pay an amount equivalent to 10% (Ten) of the value of the work order as Performance Guarantee (Security Deposit) within 10 days from the date of the work order failing which the work order is liable to be cancelled at the cost and the risk of the successful tenderer (at the sole discretion of THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI).
   
   It can be paid by Demand Draft drawn in favour of The Directorate of Vigilance & Anti-Corruption, Assam, Guwahati payable at SBI New Guwahati Branch, Guwahati, Assam or in the form of Bank Guarantee from Nationalized Bank if the amount is more than Rs.35,000/-.
   
   The Bank Guarantee will be executed on the standard form prescribed by THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI as page no.16.
   
   The Bank Guarantee so furnished should have clear one time validity till the completion of the order in all respects. Bank Guarantee for Interim period will not be acceptable. If by any reasons
the supply period is extended then the supplier shall undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI will be free to encash the same. The successful bidder/s shall have also to furnish PG (as specified here of) for the contract value towards warranty / guarantee period separately as applicable as per tender conditions. Performance Guarantee towards Execution Period (Security Deposit) will be returned on successful completion of the Order and only after the Performance Guarantee towards warranty/guarantee, as mentioned above, is submitted.

9. **VALIDITY OF THE OFFERS:**
The offers shall to be kept valid for a period of 120 days from the date of opening of technical bids. In case the finalization of the tender is likely to be delayed, the tenderers will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.

10. **TRANSIT INSURANCE:**
All the materials shall be supplied up to Destination against all transit risks, such as damage, loss, theft, fire, etc. The insurance period shall cover 15 days after the date of receipt of materials at site to enable THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI to check up stores fully. The suppliers will be responsible for free replacement of such stores which have been received short, damaged or broken within 15 days. The cost of damaged, defective stores materials will however be deducted from the bills of the suppliers and will be refunded only after replacement thereof. It will be the responsibility of the supplier to lodge claim against the insurance on receiving necessary advice from DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, GUWAHATI.

11. **ACCEPTANCE OF STORES:**
The equipments/ materials to be supplied against this tender are subject to their acceptance by THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI or any other Officer deputed for this purpose.

12. **STATUTORY VARIATION:**
Any statutory increase or decrease in the taxes and duties subsequent to the offer under this tender if it takes place within the original contractual delivery date will be to THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI account subject to the claim being supported by documentary evidence. No increase due to such variation shall be allowed for the portion of the delivery after the original contractual delivery date. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI.
13. **WORK COMPLETION PERIOD:** Within two weeks from the date of work order.

14. **Scope of Work:** Supply, Installation earthing testing of the 125 KVA 3 phase Silent Diesel Generator Set at the site at **THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR GUWAHATI**.

15. **PENALTY FOR LATE COMPLETION OF WORK:**
   In case the Tenderer fails to complete the work within the time period specified in the work order/contract with **THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI**, a sum equivalent to 0.5% of the total contract value shall be deducted for every week of delay, subject to a maximum deduction of 10% of the contract value.

16. D.G Set shall be able to bear 10 percent overload for a period of one hour during any 12 hour period while operating continuously at full rated load.

17. The electronic control panel shall be provided with vibration isolation pads and should be accessible from outside with transparent acrylic sheet for viewing the various meters.

18. All accessories included in the standard set shall be got from manufacturers as a part of equipment.

19. Proper Earthing & Safety should be provided by the bidder.

20. **Tooling:** The supplier should quote standard tools package offered with the Machine. Also quote **SEPARATELY** for all the optional tools.

21. **Painting:** All equipment shall be suitably cleaned, painted and protected against corrosion and damage.

22. **List of Manuals:** The standard 2 sets of manuals with diagrams (Electrical & Electronics,) and documents must be supplied along with the D.G. Set.

23. **MACHINE INSPECTION:** The D.G. Set would be tested as per the standardised test chart at party premises.

24. The vendor will be responsible for any damage/loss or theft caused to the equipment/property of **THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI** during the work.

25. The vendor must visit the Site before quoting, and acquaint themselves. Absence of any comments on this count shall be taken as acceptance of the Site conditions and as a confirmation of adequacy of space available for installation and air flow.

26. During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier within twenty four hours from the time of such calls. The defective card/item/equipment should be repaired the same day at Purchaser’s location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier’s workshop, it should be returned within a week duly repaired and an immediate substitute card/item/equipment will be provided by the Supplier for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of Supplier.

27. If the performance of any individual equipment or System fails to meet the contract specifications then the same shall be replaced by the Supplier free of cost during the term of the warranty/guarantee period.

28. **EXTENSIONS IN CONTRACTUAL DELIVERY DATE:**
   It will be supplier’s responsibility to ensure that goods are delivered, installed and commissioned within the stipulated delivery period. However, if **THE DIRECTORATE OF**
VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI may consider extension of delivery period with or without statutory variations, for the reasons beyond the control of the tenderer and subject to the Penalty as mention hereof. Such extension will be subject to the following conditions.

a) No increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty shall be admissible on the material delivered after the original contractual delivery date.

b) Notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date shall be admissible on material delivered after the original contractual delivery date.

c) Nevertheless, THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or on account of any other tax or duty or on any other ground as stipulated in the P.O., which takes place on or after the contractual delivery date of the said P.O. for the material delivered after the original contractual delivery date.

29. POST TENDER CORRESPONDENCE / ENQUIRIES:
The tenderer will be refraining from pursuing / canvassing the matter, directly or indirectly with any Office of THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR GUWAHATI as otherwise the same would amount to disqualification of the tender.

30. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI shall have the right to make any changes, additions / deletions or modifications in any terms / conditions or quantity of the tender and / or specifications as may be deemed necessary by THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI at its sole discretion at any time before the due date of opening of the tender.

31. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI does not accept the printed conditions of any tenderer. It will be ignored without any reference; hence tenderer should withdraw such printed conditions if they have any. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI shall accept only unconditional tender.

32. If technical deviations furnished by the tenderer are not agreeable to THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI, the offers may be ignored. However it will be solely at discretion of THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI to consider the technical deviations OR not for considering the tenderer. No correspondences of the tenderer will be entertained in this matter.

33. Final decision of the acceptance of the quotation rests with the competent authority of THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI, who may or may not accept the lowest bid. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI reserves the right to accept or reject the bid without assigning any reason at any time.

34. Please indicate whether the goods offered are first sale or second sale so as to determine the payment of GST.
35. Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.

36. Tenderer shall indicate the name of their partners of their manufacturing firm along with authority letter/certificate.

37. Tenderer should specifically mention in the offers the name of the Partners / Proprietor / Directors who is / are the signing authority.

38. GUARANTEE:
   If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by the tenderer free of charge if reported within 18 months of their receipt at site or 12 months from the date of commissioning of equipments whichever is earlier. Tenderer will be responsible for the proper performance of the equipments / materials for the respective guarantee period. During the guaranty period, if vendor should be failure to replace the equipment within one week, that institute has deducted the amount of particular equipment.

39. The vendor should carry an onsite comprehensive warranty/guarantee of Diesel Generator Set(s) for a period of at least 12 (twelve) months.

40. APPROVAL:
   The goods shall be subject to the approval of THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI after receipt of the Material at site.

41. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI would prefer the offers from manufacturers directly. All the manufacturers should quote for those items, which are actually manufactured at / rolled by their plants. This should be strictly adhered.

42. If in any company, the interest of any employee of the DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI, or his relative as defined in Section VI of the Company's Act. 1956, is 10% or more, THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI will not deal with such company at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would disqualify the tenderer for further dealing with THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI.

43. TERMINATION OF CONTRACT:
   In case, the supplier fails to deliver the stores / materials / equipments or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI shall exercise its discretionary power as under:
   a) To recover, from the supplier as agreed, by way of penalty clause above, or
   b) To purchase from elsewhere, after giving notice of 15 days to the supplier, on his Account and his risk, or
   c) To cancel the contract.

Further, THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI may at any time terminate the contract by giving written notice to the qualified.
Bidders/Tenderer without compensation to the qualified tenderer, if he become bankrupt or otherwise, insolvent or in case of dissolution of firm or winding up of company provided that such termination will not prejudice or effect any right of action or remedy which has thereafter to the DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI.

In the event of the risk purchase of stores of similar description, the opinion of THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI shall be final. In the event of action taken under clause (a) or (b) above, the supplier shall be liable to pay for any loss which THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI may sustain on this account.

Further, “THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI” reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice or not less than period of ONE month. Suppliers will not be entitled for any compensations / damages / losses, refund by PG whatsoever, on account of such termination of the Contract.”

44. ARBITRATION:
All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation to there and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI, for that purpose, who shall be a retired High Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act. 1996 as amended from time to time and the rules made thereunder.

45. JURISDICTION : All questions, disputes or differences arising under, out of or in connection with the Tender / Contract shall be subject to the exclusive jurisdiction of Guwahati (Assam) Court.

46. If the tenderer is an Agent, he will have to give information and declare the name of the principal from which he will source the materials along with company's written confirmation about quality and backup performance guarantee. Only on getting complete information from Agent, such offer, if found suitable, shall be considered.

47. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons.
In case THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI finds that there is an attempt of cartel in the prices, THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.

48. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI reserves the right to increase or decrease the quantity against each item/s while placing the order.
49. The tenderer must give in his offer, the full name and address with phone, Fax, mobile numbers AND E-MAIL ID of the Authorized Representative to do liaison work with THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI on their behalf.

50. The tenderer should invariably write the name and address of the Company, both on sealed covers of EMD, Technical & Price Bids. The tender covers without the name and address will not be opened.

51. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI reserves all the rights to cancel any or all the offers / bids or to accept any offer without assigning any reasons at any stage of tendering process.

52. The tenderer are required to furnish the technical information and the guaranteed technical particulars [GTP] along with company seal and signature of the tenderer on each and every page / papers of the tender documents.

53. Tenderer should invariably fill up all the details of all the Annexure/s including the prices in the Price Bid Annexure of this tender document and should be duly signed by authorized signatory of the company seal / stamp affixed on each page.

54. If the tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI suffers any financial loss due to this, then THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI will be at liberty to adjust the amount from other orders of the same firm or by encashing the Bank Guarantee.

55. The successful Tenderer should provide appropriate tools and equipments to the workmen and ensure that those are in proper working condition and the workmen use the appropriate tools and take precaution 'Please note that any accident to the workmen/ public/ animals/ property both movable and immovable shall be entire and sole responsibility of the successful Tenderer and any proceeding arising out of the same shall be at the successful Tenderer’s risk and cost.

56. The successful tenderer has to provide the technical details such as a foundation, floor space required for equipment etc.

57. The Tender shall be submitted in English language only. The tender notice and tender document shall form a part of the contract agreement.

58. Issue and/or submission of tender document does not mean that the Tenderer has qualified for award of work.

59. The Tenderer shall bear all the costs associated with the preparation and submission of his offer, and THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI will in no case be responsible or liable for those costs, under any conditions.

60. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI reserves the right to postpone date of opening date TECHNICAL BID and/or PRICE BID.

61. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI reserves the right to reject/ accept any/ all Tenders without assigning any reason thereof. Opening of PRICE BID does not mean that the Tenderer is eligible for the award of the contract.
The material used for the work shall be new and of the best available quality & technology. The work should be carried out with best workmanship. The material used and works carried out shall be as per IS/IEC wherever applicable.

62. The Tenderer shall provide the necessary training to the identified representatives, assigned and approved by THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI, for the proper daily operation and maintenance of the installed system.

63. The material used for the work shall be new and of the best available quality & technology. The work should be carried out with best workmanship. The material used and works carried out shall be as per IS/IEC wherever applicable.

64. The Tenderer shall submit detailed drawing of mounting structures and provide detailed specifications including size and materials to be used for mounting structures.

65. Once the Tenderer has submitted his offer and subsequently if it is not interested to work, in such cases THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI will forfeit the EMD amount.

66. THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI reserves the right to select L2 Tenderer i.e. the second lowest Tenderer to complete the work, if L1 i.e. the lowest Tenderer fails to fulfill tender conditions or fails to complete the work.

67. It should be noted that THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI has right to terminate the work order, if the selected Tenderer fails to complete the work within given time & conditions.

68. The Tenderer should provide necessary manufacturer's test certificates for materials being used for the work. The Tenderer should provide facilities and bear the cost for the same.

69. The vendor must furnish copies of original documents defining the constitution on legal status, place of registration and principal place of business of the company or firm or partnership etc.

70. A copy of company incorporation / registration certificate of the firm shall be attached as proof.

71. It will be the responsibility of the successful Tenderer to ensure the satisfactory performance of the system.

72. The Tenderer shall submit detailed drawing of mounting structures and provide detailed specifications including size and materials to be used for mounting structures as per the format for technical specifications.

73. Representatives from THE DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, SRIMANTAPUR, GUWAHATI at their discretion may visit Tenderer’s factory for testing/inspection of the material to be utilized for work. This will be at your cost to arrange travelling, lodging and boarding of three DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, GUWAHATI representatives.

74. The project manager/ Site-in-charge or his authorized representative shall have the right to carry out inward inspection of the items on delivery at site and if the items have been found to be not in line with the approved specifications, he shall have the liberty to reject the same.

75. The Tenderer shall be deemed to have carefully examined the works and site conditions, the general and the special conditions, specifications, schedules and drawings and shall
be deemed to have visited the sites of the work and to have fully informed himself regarding local conditions and carried out his own investigations to arrive at rates quoted in the tender. In this regard, Tenderer shall get his doubts cleared well in time and no extra time/extension shall be given for clarification of doubts.

76. Vendor shall provide details of rated electrical load of equipment, electrical connection and floor space required for each equipment.

77. Vendor must provide list of at least one vendor, where same type of equipments are supplied and installed. Also provide the work order copy and certificate of installation from the vendor.

78. All the tenderer must ensure that all the relevant documents/papers submitted with the tender should be serially numbered, properly bounded/tied together and properly documented.

79. All the above points should be complied by the tenderer. If not, tenders are likely to be ignored without making any further reference.

Superintendent of Police (I)
Vigilance & Anti-Corruption, Assam,
Srimantapur, Guwahati-32.
FORM OF BANKER'S UNDERTAKING

[For Performance Guarantees (PG) as per clause no.8 of commercial terms and conditions]

We, Bank of ______________________ hereby agree unequivocally and unconditionally to pay within 48 hours on demand in writing from the Directorate of Vigilance & Anti-Corruption, Assam, Guwahati. Or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. ________________________(in words) Rupees __________ to the said Directorate of Vigilance & Anti-Corruption, Assam, Guwahati on behalf of M/s. ________________________ who have entered into a contract for the supply/works specified below:
P.O. (A/T) No. ________________________ dated ________.

This agreement shall be valid and binding on this Bank up to and inclusive of ________

and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

"NOTWITHSTANDING" anything contained herein before our liability under this guarantee is restricted to Rs. ________________________ (Rupees ________________________ only). Our guarantee shall remain in force until ________.

Place:

Date:

Please Mention here Complete Postal
Address of the Bank with Branch Code,
Telephone and Fax Nos.

SIGNATURE OF THE BANK'S
AUTHORISED SIGNATORY WITH
OFFICIAL ROUND SEAL

[Signature]
ANNEXURE – 1

I / WE, confirm that following documents are attached with the technical bid of the offer and should be placed as a *First page* of offer.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Details</th>
<th>Confirmation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Firm's details as per &quot;Annexure -2&quot;</td>
<td>YES / NO</td>
</tr>
<tr>
<td>2</td>
<td>&quot;Annexure -3&quot;</td>
<td>YES / NO</td>
</tr>
<tr>
<td>3</td>
<td>Delivery schedule as per &quot;Annexure- 4&quot;</td>
<td>YES / NO</td>
</tr>
<tr>
<td>4</td>
<td>DIRECTORATE OF VIGILANCE &amp; ANTI-CORRUPTION, ASSAM, GUWAHATI technical specification duly signed and with seal of firm.</td>
<td>YES / NO</td>
</tr>
<tr>
<td>5</td>
<td>Technical &amp; Commercial Deviation- &quot;Annexure-5&quot;</td>
<td>YES / NO</td>
</tr>
<tr>
<td>6</td>
<td>Experience Certificate-&quot;Annexure-6&quot;</td>
<td>YES / NO</td>
</tr>
<tr>
<td>7</td>
<td>Conformation of Tender Condition-&quot;Annexure-7&quot;</td>
<td>YES / NO</td>
</tr>
</tbody>
</table>

Seal of the Firm

Signature of the Tenderer
ANNEXURE - 2

DETAILS OF THE FIRM

Tenderer shall provide all the details in this form and shall be placed as a Second Page of the bid.

Supplier Name:
Within Assam / Outside Assam
Pvt. Firm / Public Ltd. / State Govt. Under taking / Central Govt. undertaking

(Indicate the relevant status)

GST No. and GST Date

Financial Turnover for Past 3 Years 1st Year 2nd Year 3rd Year
(Rupees in Lacs [10s])

Custom No. and Date (If applicable)

Address of: Registered Factory / Works Authorized Representative
Office

Contact person name:

Designation:

Address:

City & Pin code:

State:

Country:

Phone Nos. (Off.):

Phone Nos. (Res.):

Fax Nos.:

STD Code:

Mobile No.:

Web site address:

Email-id:

Specimen signature:

Seal of the Firm Signature of the Tenderer
**ANNEXURE-3**

Tenderer shall fill up following details and shall be Third page of the Technical Bid

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| **1** | Prices: [Firm Only]  
(Please Specify Yes / No.) |
| **2** | GST :- [In Percentage]  
(Please Specify Inclusive / Exclusive / Exempted)  
___% |
| **3** | Penalty Terms Agreed  
(Please Specify Yes / No.) |
| **4** | Performance Guarantee To Cover  
Execution Period (Security) Terms : AGREED: (Cl.No.8)  
(Please Specify Yes / No.) |
| **5** | Performance Guarantee To Cover  
Warranty Period Terms Agreed:  
(Wherever Applicable) : (Please Specify YES / NO.) |
| **6** | Validity Of The Offer Agreed:  
(Please Specify Yes / No.) |
| **7** | Payment Terms Agreed:  
(Please Specify Yes / No.) |
| **8** | Items Offered : (Yes/No) |

Seal of the Firm  
Signature of the Tenderer
ANNEXURE - 4

Details of the Items and Qty. offered as a Fourth Page of offer.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details of the Items / Equipments Offered</th>
<th>Quantity Offered</th>
<th>Status: Supplier/Manufacturer</th>
</tr>
</thead>
</table>

Seal of the Firm

Signature of the Tenderer
Technical and commercial deviations if any to be furnished in this annexure only and to be submitted with technical bid

We confirm that the product offered under this tender complies with all the Technical Specifications, except the deviations mentioned above.

We also confirm that there are no commercial deviations other than mentioned above.

Seal of the Firm

Signature of the Tenderer
ANNEXURE - 6

Details of the experience for supply of similar type of items in last three years from the due date of tender.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Order Reference No &amp; Date</th>
<th>Items</th>
<th>Qty.</th>
<th>Order Fully Executed Yes/No</th>
<th>Status, If Order Under Execution</th>
<th>Remarks</th>
</tr>
</thead>
</table>

Seal of the Firm

Signature of the Tenderer
ANNEXURE - 7

Subject: Supply of ________________________

Reference: Tender enquiry no.........................from the DIRECTORATE OF VIGILANCE & ANTI-CORRUPTION, ASSAM, GUWAHATI.

Due on Date: ____________________________

In connection with the above subject and reference l/ We confirm following:

1. I/ We, the undersigned have read and understood the Tender specifications and commercial terms and conditioned of tender under reference.

2. I/ We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure No.5).

3. Further, I/ We also agree that additional conditions / deviations, if any, found in the commercial terms & conditions (except mentioned in the Annexure-5), our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm

Signature of the Authorized
Respective of the firm

Date
Name: -
Status: -

Name of the Tendering Firm / Agency
### Schedule – 'B' (Price Bid Format)

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description of materials with details of specification</th>
<th>Nos.</th>
<th>Unit Price</th>
<th>Insurance Charges</th>
<th>Freight, Packing, Forwarding &amp; Transportation Charges</th>
<th>GST</th>
<th>Unit Price after GST</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply of 125KVA DG Set complete with standard accessories suitable rated battery with leads, silencer, fuel tank etc.</td>
<td>1 set</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Installation and commissioning of 125 KVA</td>
<td></td>
<td></td>
<td></td>
<td>Description breakup of charges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>D.G.Set and supply &amp; Installation of Change over switch between UGVCL supply &amp; D.G Set. And supply of electrical equipments required like Cables, lugs, climpings, earthing other related material etc. Kindly quote With required switch gear.</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4</td>
<td>5</td>
<td>6</td>
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<td>7</td>
<td>8</td>
<td>9</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Remarks:**

I/ We agree to supply the articles mentioned above at the rates herein tendered by me / us subject to the condition of this tender which I/We have carefully read, understood and agree. I/ We here by agree to keep this offer open for 120 days after the refundable date of the tenders and shall be found by communication if acceptance dispatched within the prescribed time.

Date:

Yours Sincerely,

(Signature of Tenderer)

(With Company's Round Seal)