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REQUEST FOR PROPOSAL

FOR

THE SUPPLY, INSTALLATION & COMMISSIONING OF DG SET (160 KVA)

RFP Reference No.: **NSIC (A)/RAMP/2026-27/DGSET /06**

All the instruction as well as Terms & Conditions as contained in this RFP shall supersede any requirements/ instructions/ terms & conditions of GeM

THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
(A Government of India Enterprise)

NSIC Technical Services Centre, A-1, Industrial Estate, Aligarh,
Pin code – 202001

Email: ntsecalig@nsic.co.in

Web link: GEM Portal: https://gem.gov.in/

Ref.: - NSIC (A)/RAMP/2026-27/DGSET/06 **Date:** 10-07-2026

BACKGROUND OF REQUEST FOR PROPOSAL

RFP for Selection of Supplier for the Supply, Installation & Commissioning of DG Set (160 KVA)

The National Small Industries Corporation Ltd. (NSIC), (A Government of India Enterprise), an ISO 9001:2015 certified, Mini Ratna Company, under Ministry of MSME has been working to aid, promote and foster the growth of Micro, Small and Medium Enterprises and provides integrated support services encompassing marketing, technology, finance and other services through its network of offices across India.

NSIC provides technical support to MSMEs through 'NSIC Technical Services Centres (NTSCs)' and a number of TICs & LBIs spread across the country. The range of technical services provided through these centres include skill development in Hi-Tech as well as conventional trades, material and product testing at our testing laboratories accredited by NABL / BIS, common facilities, energy audit, environment management etc. NSIC has established NSIC Technical Services Centres (NTSCs) at 8 different locations in the country for the benefit of the MSMEs.

NSIC Technical Services Centre (NTSC)-Aligarh is hereby inviting tenders from eligible bidders for supply, installation and commissioning of **'DG Set (160 KVA)'**

The participating bidder has to quote for complete machine with all its accessories as specified in **Annexure-I**, otherwise the offer shall be summarily rejected.

Please note that the Complete Proposal along with all the stipulated supporting documents are to be uploaded on the Government e Marketplace (GeM) on or before the date and time specified in the GeM Bid. No consideration shall be given for delay in submission due to last minute connectivity issue or portal issue or any other glitches.

EMD (in original) shall be submitted/delivered in a sealed envelope to the office of NTSC-Aligarh as stipulated in the RFP document before the last date of submission of Proposal. Proposals without EMD or valid proof of exemption shall be summarily rejected. The MSEs are exempted from payment of EMD as per Public Procurement Policy 2012 (as amended). The Technical Bids will be opened as per ***date and time given in GeM Bid*** and Financial Bids of technically qualified Bidders will be opened on a later date as per RFP terms.

The Bidders are advised to read and understand RFP document carefully and comply with the RFP requirements.

This Note along with all other pages of this document shall form an integral part of the RFP document.

Centre Head
NTSC-Aligarh

N.S.I.C.T.S.C. A-1, Industrial Estate, ALIGARH

NOTICE INVITING PROPOSAL

NTSC-Aligarh invites Proposals from eligible Bidders under Single Stage Two Packet Bidding system for '**Selection of Supplier for the Supply, Installation & Commissioning of DG Set (160 KVA).**

Summary of RFP is as below, however, Bidders must carefully read and understand the complete RFP document: -

1.	RFP Number & Title	**NSIC (A)/RAMP/2026-27/DGSET/06** RFP for Selection of Supplier for the Supply, Installation & Commissioning of **DG Set (160 KVA).**
2.	Eligibility Criteria for Bidder	As defined under Instructions to Bidders
3.	Quantity of tendered item	1 Set.
4.	Address for submission of Proposal	Online submission on GeM Portal, however, EMD (in original) as applicable shall be Submitted in office of **NSIC Technical Services Centre, A-1, Industrial Estate, Aligarh, Pin Code – 202 001.** The Bidders are required to enroll themselves on GeM portal. *The instructions for registration and submission of Proposal may be seen at https://gem.gov.in/contactUs*
5.	Web link for details of RFP	RFP documents may be downloaded from https://gem.gov.in
6.	Earnest Money Deposit (EMD)	**Rs. 80,100 /-** only. Details as specified in Bid Document
7.	Exemption to MSEs from the payment of EMD	The exemption from paying EMD will be applicable as Specified under Instructions to Bidders.
8.	Delivery location	NSIC Technical Services Centre, A-1, Industrial Estate, Aligarh, Pin Code – 202 001
9.	Delivery Period	60 days from date of issue of Supply Order
10.	Validity of Proposal	90 days from the date of opening the Bids.

Note:

1. The Proposal submitted without earnest money deposit or without valid proof for exemption, shall be summarily rejected.
2. Intending Bidders should have valid registration with appropriate authorities for statutory taxes/GST and with regulatory authorities as applicable. The selected bidder shall be solely and fully responsible for all compliance requirements of all concerned regulatory authorities. NSIC shall have no role in this regard and NSIC shall not entertain any claim whatsoever in this respect.

N.S.I.C.T.S.C. A-1, Industrial Estate ALIGARH

3. NSIC reserves the right to cancel/annul the RFP process at any stage before issuing the Letter of Selection of machine supplier without assigning any reason thereof.
4. Proposal not fulfilling the prescribed conditions or found incomplete in any respect is liable to be rejected.
5. Canvassing, whether directly or indirectly in connection with RFP is strictly prohibited and the Proposal submitted by the Bidders who resort to canvassing will be summarily rejected.
6. Bidders may regularly visit the GeM portal/ NSIC website for any corrigendum/ addendum, updated information with respect to RFP and matter incidental thereto. No separate communication will be sent to individual bidders for the above matters. RFP as amended and uploaded on GeM Portal shall only be applicable.

N.S.I.C.T.S.C.
A-1, Industrial Estate
ALIGARH

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INSTRUCTIONS TO THE BIDDERS (ITB)

The Bidder shall submit Proposal against this RFP in accordance with the instructions, as under:

1. **General:**

   Bidder should read the RFP document carefully and understand the requirement before submitting their Proposal.

2. **Language of RFP:**

   The proposal submitted by the bidder and all subsequent correspondence including documents relating to the RFP exchanged between the bidder and the Buyer, shall be written in English language.

3. **Earnest Money Deposit (EMD):**

   The Terms & Conditions related to the EMD shall be governed by the provisions stipulated in General Terms & Conditions (GTC) on GeM 4.0 (Version 1.28) dtd. 22nd Dec 2025.

   a) The bidder shall submit EMD amount as specified in ITB herein before, only from Scheduled Commercial Banks, either in the form of Demand Draft/Banker's Cheque/ Bank Guarantee in prescribed Format enclosed at **Annexure-II/** Insurance Surety Bond in the prescribed Format enclosed at **Annexure-III** or through RTGS / NEFT in NSIC's/ Buyer's name as per the details mentioned below:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK IFSC CODE
The National Small Industries Corporation Ltd.	State Bank of India	10182090059	SBIN0003346

   The bidder is requested to attach the UTR No. /Bank Statement / RTGS Slip in the Technical Bid documents, to prove the transfer of payment to the Buyer's Account.

   b) **Original Document of EMD**: Bidder shall ensure that EMD in acceptable form i.e. Demand Draft/ Banker's cheque/ original Bank Guarantee/ Original Insurance Surety Bond is submitted in a sealed envelope on or before due date & time of submission of Proposal to the NSIC office at:

   Deputy General Manager - Centre Head,
   NSIC Technical Services Centre, A-1, Industrial Estate, Aligarh,
   Pin Code – 202 001

   c) The sealed envelope for submitting stipulated original document should be super scribed with Gem Bid No. & RFP Reference No. and should bear the subject as EMD. It should enclose only the EMD document and no other document related to RFP.

   d) In case the EMD is submitted in the form of Bank Guarantee or Insurance Surety Bond, it must be valid for 60 days beyond the validity period of the Proposal.

e) Proof of EMD document [scanned copy of Demand Draft/ Banker's cheque/ UTR no. for the online payment made/ copy of EMD Bank Guarantee as per format at **Annexure-II/** copy of Insurance Surety Bond as per **Annexure-III**] or valid documentary evidence for exemption from EMD is to be submitted along with the Proposal.

f) Bidders eligible for exemption from submission of EMD as defined in Public Procurement Policy 2012 (as amended) issued by Ministry of Micro, Small and Medium Enterprises or as per GeM GTC, shall be exempted from the payment of EMD on submission of valid documentary proof. MSEs claiming exemption from EMD are required to submit **Bid Securing Declaration** in prescribed proforma as per **Annexure-IV** duly typed on bidder's letter head and signed by the authorized signatory with seal.

The benefits of Public Procurement Policy shall be given to all eligible MSEs irrespective of relevance of product Category as per Office Memorandum F.No. 1(3)/2018-MA, Part-III dated 25.03.2022 issued by O/o. DC-MSME.

g) The Buyer shall not be liable for payment of any interest on EMD/Bid fees.

h) Non-submission of EMD within the stipulated date and time will lead to summarily rejection of the Proposal.

4. Eligibility Criteria:

Bidders shall meet the following technical eligibility criteria and submit valid supporting documentary proof in support of their claim.

4.1 Bidder's Entity Structure:

Bidder should be **either** registered as a-

1. Private/ Public Limited Company, under Companies Act
   or
2. Central/State PSU
   or
3. Autonomous Institution under Central/ State Government
   or
4. Partnership Firm including Limited Liability Partnership under relevant Act
   or
5. Proprietary Firm.

Joint Ventures & Consortiums are not allowed. Any other entity structure not explicitly mentioned in the clause shall not be eligible.

In support of above, necessary documentary proof including:

a. Copies of Certificate of Incorporation/ Registration/ Certificate of Commencement under Companies Act and necessary Board Resolution, MOA & AOA (for Private/ Public Limited Company).
b. Document supporting incorporations/ registration, MOA & AOA, or Bye-Laws, Authority letter as per their constitutional document (for Central/ State PSU).

c. Relevant supporting documents from the concerned Ministry/ Department of Central/ State Government along with constitutional documents (for Autonomous Institution under Central/ State Government).

d. Copy of duly registered Partnership Deed along with Form-A issued by Registrar of Firms, Power of Attorney from all the Partners in the name of authorized signatory. (In case of Partnership firm). Documentary Proof for designated partners, registered partnership deed, Authority letter etc. (In case of LLP).

e. In case of Proprietary Firm, the copy of GST registration certificate depicting name & constitution of the firm

And

Bank certification for constitution of the firm or any other relevant document, as a proof of bidder's entity needs to be submitted on Firm's letter head.

The bidder shall submit the bidder's profile as per the format enclosed at **Annexure-V**, complete in all respect.

4.2 Document for Authorized Signatory of the Proposal:

The Bidder shall enclose the authorization letter in favour of signatory, under whose signature the Proposal is being submitted, as per details below:

a) If the bidder is a Proprietary firm, the Proprietor should sign all documents with Proprietor's stamp bearing his/her full name and name of his firm with its current address.

b) If the bidder is a Partnership Firm or LLP, the Documents should be signed by the designated partners of the firm/LLP with their stamp bearing full type written names and current addresses. Alternatively, the Documents should be signed by the partner holding Power of Attorney for the firm on duly notarized non-judicial stamp paper of Rs.100/- or as per the local Stamp Act as applicable with signatures of all the Partners as per format at **Annexure- VI**.

c) If the bidder is a Private/Public Limited Company, Central/State PSU, the Documents shall be signed by a person duly authorized by Board Resolution passed by Board of Directors of the Company/ Corporation for signing the Documents.

d) If the bidder is Autonomous Institution, the document shall be signed by the person duly authorized as per constitution of the Autonomous Institution for establishing the person as authorized signatory.

4.3 Financial Criteria:

a) **Turnover**: The minimum average annual financial turnover of the bidder from operations for the last three years should not be less than Rs.107 Lakh as per the audited annual report duly authenticated by a Chartered Accountant along with a Certificate from the Chartered Accountant (including membership number and UDIN) as per format enclosed at **Annexure-VII** shall be uploaded with Proposal.

Annual Financial Turnover of the bidder from operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

b) **Net worth:** Net worth of the Bidder should not be negative on the last date of the Financial Year and also should not have eroded by more than 30% (thirty percent) in the last three years, as per the audited annual report of the relevant period, duly authenticated by a Chartered Accountant along with a Certificate from the Chartered

Accountant (including membership number and UDIN) as per format enclosed at **Annexure-VII** shall be uploaded with Proposal.

Net worth means the sum total of the paid-up share capital and free reserves. **Free reserve** means all reserves credited out of the profits but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

The bidder must upload complete audited financial statements (balance sheet, profit & loss account, all annexure/notes & audit reports) with the technical bid for last four financial years i.e. 2021-22, 2022-23, 2023-24 and 2024-25 for figures of Net-worth & Turnover as certified in **Annexure-VII**.

4.4 Experience and Past Performance:

a) The bidder or OEM should have regularly supplied, installed and commissioned **DG Set (160 KVA)** with the similar specifications, in at least last three financial years, ending 31st March, 2026. For the purpose of evaluation, the bidder or OEM should have supplied, installed and commissioned at least one order of **similar nature** in each of the last three financial years ending 31st March, 2026.

A list of orders executed by the bidder or OEM for supply, installation and commissioning of **similar nature equipment** with the same or higher specifications during the last three years ending 31st March, 2026 on letter head of Chartered Accountant duly certified by Chartered Accountant with UDIN No. and date of issuance. The said certificate should also be signed and stamped by the OEM, as applicable. List of Orders certified by Chartered Accountant to be submitted in **Annexure VIII (C).**

b) The bidder or OEM should have supplied, installed and commissioned at least 3 Nos. of machines/ equipment of similar nature to any Central/State Government/CPSU/SPSU or Private party, in at least one of the last five Financial Years (i.e. 2021-22 to 2025-26).

Note: <u>Similar nature work for the purpose of evaluation of Experience and Past Performance criteria means Supply, Installation and Commissioning of DG Set (160 KVA).</u>

c) In order to evaluate the technical eligibility of bidder(s), following details/ documents of experience and past performance must be submitted: -

   i. **Central/State Government/CPSU/SPSU supply:** Copies of relevant work orders/ contract agreements/ purchase orders/LOAs/LOIs along with certificate for successful completion/ execution must be uploaded along with the Bid. In addition, the Bidder shall submit duly filled **Annexure VIII (A)** for machine/equipment.

ii. **Private/Institutional sales**: CA certificate as per **Annexure VIII (B)** duly filled in details of work orders/ contract agreements/ purchase orders/LOAs/LOIs along with certificate for successful completion/ execution. The copies of work orders/ contract agreements/ purchase orders/LOAs/LOIs along with certificate for successful completion/ execution must be uploaded along with the bid.

iii. The required supporting documents must be maintained by the bidder for verification at any stage.

iv. It must be ensured that stock transferred will not be considered as quantity sold.

v. The buyer reserves the right to get the invoices/ details mentioned in above CA Certificate verified from an independent CA firm or any other representative. In case the certificate is found faulty, the Bidder/OEM will be blacklisted and the Performance Bank Guarantee will be forfeited.

vi. All the records viz: Audited Financial Statements, Books of Accounts, Cost Records, Purchase Orders / Work Orders / Contract Agreements / LOAs / Bills of quantities, Bill wise details of payment received/ GST returns filed on the GST Portal and other relevant records must be kept by the bidder to substantiate/ verifying/ backing up /corroborating of afore-mentioned details and shall be made available to Buyer as and when required.

vii. The experience of OEMs shall be considered as the products sold under his Brand/ Trade Mark name.

4.5 Capability - Manufacturing/ Supplying Facilities:

a) In case the bidder is a manufacturer of the offered machine, it must have the capability to manufacture the said machine as specified in **Annexure I** of the RFP document. The Bidder must submit an affidavit on non-judicial Stamp paper of worth Rs.100/- as per **Annexure-IX.**

b) In case bidder is manufacturer, the bidder should possess valid ISO certificate. In case of participation in tender by authorized distributor/ authorized dealer, the OEM should possess valid ISO certificate. The copy of the valid ISO Certificate shall be placed with the Technical Bid.

c) In case the bidder is a supplier /authorized dealer/ authorized distributor of the machine manufactured by other OEM, then the bidder must submit an Affidavit as per **Annexure X** detailing the available infrastructure, capacity etc. of the OEM and declaring that the OEM has the capability to manufacture the offered machine as specified in **Annexure I** of the RFP document. Separate Affidavit is to be submitted for each OEM. In addition to above, the bidder should also submit Manufacturer Authorization Form (MAF) issued by the OEM as per **Annexure-X (A)**.

d) The intending Bidder, in case of Authorized Distributor of OEM / Authorized Dealer of OEM shall possess valid authorized Distributorship / Dealership license from Original Equipment Manufacturer. Copy of valid authorized distributor/ dealership certificate to be enclosed with the technical bid.

e) The intending bidder should not have defaulted in supplying the machine/ equipment to Government / Semi Government/ Central or State Public sector enterprise(s) for any reasons in the last five years.

4.6 Compliance with Make in India Requirement:

The machine to be supplied mentioned in the RFP must be complying with the Make in India requirement for at least Class II local suppliers i.e. local content should be more than 20%. In this regard, bidder shall submit confirmation as per **Annexure - XI**.

4.7 Non-Blacklisted: Bidders declared as suspended/blacklisted/ banned/ debarred by any of State/Central Government of India or CPSU/SPSU within their period of suspension as on the last date of Bid submission shall not be eligible to participate in Bid. Bidder shall submit an undertaking in this regard in the format at **Annexure – XII**.

5. Submission of Proposal:

The Proposal shall be uploaded in two separate covers:

i. Cover I : Technical Proposal

ii. Cover II : Price Bid

Cover-I shall include all the documents mentioned at para 21 below. The participating bidder has to submit technical proposal for complete machine as per RFP without any conditions, otherwise the offer shall be summarily rejected. No price details should be given or hinted at in the Technical Proposal. Proposal with such details shall be summarily rejected.

Cover-II shall contain only Price Bid in prescribed format. The participating bidder has to quote price for complete machine as per RFP without any conditions otherwise the offer shall be summarily rejected. It is to be noted that the Cover-II shall contain only prices without any conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever.

6. Purchase preference shall be applicable for MSEs as per PPP-MSE Order, 2012 (as amended) issued by M/o MSME.

7. Deviations to Tender Clauses:

Bidders are advised to submit their Proposal strictly based on the terms and conditions contained in the RFP documents and without any deviations. Conditional Proposals shall be summarily rejected. However, machine offered in Technical Specification sheet at **Annexure-I** with better specifications, if any, may be accepted at the sole discretion of NSIC.

8. Validity of Proposal:

Proposal submitted by Bidders shall remain valid for acceptance for a minimum period of 90 days from the date of opening. Validity of Proposal can be further extended with mutual consent between NSIC and Bidder.

9. Evaluation & Selection of the Supplier:

The bidder(s) shall be assessed for technical qualification based on the documents submitted by them in the technical proposal.

The bidders, thus, technically qualified shall only be considered for opening of their Price Bid.

The criteria for selection of (L-1) shall be based on the lowest total quoted price offered by eligible and technically responsive bidder as mentioned in Price Bid sheet, subject to fulfillment of other terms & conditions and specifications defined in this RFP.

10. Firm Rates:

The rates/price quoted by Bidder shall remain firm till completion of all obligations under this RFP including during the extended period, if any, on any account whatsoever, within the terms of this RFP.

11. Any addendum/ corrigendum issued shall form an integral part of the RFP document. There will not be any press notification on amendment/ corrigendum. The prospective Tenderers are required to visit:

GeM Portal: https://gem.gov.in/ on regular basis for any such amendments/ Corrigendum to RFP document.

12. The participating bidders shall not indulge in any anti-competitive act, rigging, cartelization including price manipulation in violation of Competition Act, 2002, as amended from time to time.

13. Prices, Duties, Taxes & Other Charges:

a) Conditional Price Bid shall be rejected.

b) Offered Prices shall be on all-inclusive basis i.e. unit price per machine including GST (applicable for the machine), supply, installation, commissioning, transport, labour, wages, local levies, duties, comprehensive warranty charges, comprehensive maintenance contract(CMC) charges, training charges, supply location visit charges and all other incidental charges as applicable as per RFP terms & conditions. Nothing extra on any account will be payable over and above the accepted rate.

c) No variation in price taking place after the submission of Proposal shall be admissible.

14. One Proposal per Bidder:

In case a Bidder submits more than one Proposal till the last date of submission of Proposal, only one Proposal of latest time and date in the bidding process shall be considered.

15. NSIC reserves the right to reject any Proposal including the lowest bid received and/or annul the bidding process at any stage without assigning any reason, whatsoever.

16. The participation by the bidder in RFP shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the RFP.

17. All the instructions as well as Terms & Conditions as contained in this RFP shall supersede any requirements/instructions/terms & conditions of GeM.

18. **Doctrine of Substantial Compliance:** The Eligibility Criteria mentioned herein above are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the Eligibility Criteria. Keeping this caveat in view, interpretation by Buyer would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

19. **Causes of Rejection of Bid:**
    a) While submitting the Bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the Bid shall be rejected.
    b) If any Bidder stipulates any condition of his own, such conditional Bid shall be liable to be rejected.

20. In case, two or more acceptable bidders are found to have quoted identical lowest bid price, forced Reverse Auction shall be conducted by GeM portal among all technically qualified bidders with 50% elimination rule as provided in General Terms & Conditions (GTC) on GeM 4.0 (Version 1.28) dtd. 22nd Dec 2025 to select the successful bidder.

21. **Documents to be uploaded with Technical Proposal under Cover-I :**
    (Annexure – XIV : Checklist of Documents to be submitted)

    Complete Proposal along with legible supporting documents to be uploaded with each page signed and stamped by the Bidder. Bidder shall submit duly filled Checklist of documents as per **Annexure XIV**.

    In case the Bidder fails to upload any of the documents specified above and corrigendum/addendum, if any, necessary for technical qualification, the Proposal is liable to be rejected without any further reference/ notice.

TERMS & CONDITIONS (T&C) FOR SELECTED MACHINE SUPPLIER

1. Definitions & Abbreviations:

Unless the context otherwise requires, the following terms wherever used in this document have following meanings:

(i) "**Applicable Law**" means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guidelines, policy, or other governmental restrictions as may be in effect and any other instruments having the force of law in India as they may be issued and in force from time to time.

(ii) **"Bidder" for the purpose of the Order means any eligible entity as per clause no. 4.1 of Bidder's Entity Structure for participating in a bidding process.**

Any "Bidder" from a country which shares a land border with India" will be eligible to submit Proposal only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Provisions/Restrictions as per Public Procurement Order no. F.7/10/2021- PPD (1) dated 23.02.2023 issued by Deptt. of Expenditure will be applicable. Bidder to submit Land Border Sharing Declaration as per **Annexure-XVIII** annexed herewith.

(iii) "**Bid Security"** also mentioned as Earnest Money Deposit (EMD) shall mean online payment in an acceptable form as defined in the RFP document.

(iv) **"Bid"** means the document and financial details submitted by bidder in response to this tender/ RFP.

(v) "**Buyer**" means "NTSC-Aligarh" i.e. NSIC-Technical Services Centre, Aligarh

(vi) **"DG Set (160 KVA)"** means the "**Diesel Generator Set of 160 KVA rating**" for the Centre as detailed at **Annexure-I**.

(vii) "**Government**" means the Government of India.

(viii) If context so requires, "singular" means "plural" and vice versa.

(ix) "**IS Specification**" means the Indian Standard with latest amendments, if any, up to time of receipt of Proposal by Buyer issued by the Bureau of Indian Standards as referred to in the relevant Indian Standard.

(x) "**NSIC**" means The National Small Industries Corporation Ltd. (A Govt. of India Enterprise under Ministry of Micro, Small & Medium Enterprises) having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi.

(xi) **"OEM" (Original Equipment Manufacturer)** - OEM is the owner of the Brand / Trademark of the product being offered or in case of un-registered brand's products / products with own brand, the actual manufacturer of the final product.

(xii) "**Officer-in-Charge**" i.e. Centre Head means the officer who holds the charge of that post in the NSIC Technical Services Centre (NTSC), Aligarh.

(xiii) "**Performance Security**" shall mean Account Payee Demand Draft, Banker's Cheque or Insurance Surety Bond or Bank Guarantee from any of the Scheduled Commercial Banks or payment online in an acceptable form as defined in the RFP document.

(xiv) "**Request for Proposal**" "RFP" is the Request for Proposal for selection of supplier for the supply Installation & Commissioning of **DG Set (160 KVA)** will include all the pages of this document uploaded on GeM portal, duly filled and signed Annexures / Proformas where the context requires otherwise.

(xv) **"Supplier"** means the selected bidder who has been awarded the work for supply, installation and commissioning of the machine as per the terms of this RFP.

(xvi) "Working day" means Monday to Friday in week.

2. Scope of Supplies:

a) The machine shall be supplied in compliance to the specifications mentioned in **Annexure- I** of the RFP.

b) The specifications of the machine as mentioned in the **Annexure-I** are the minimum requirements of tender, however higher specifications of machine may be considered subject to their cost economics i.e. competitiveness in financial terms for the location(s) of supply.

c) After the supply of machine as mentioned in the **Annexure-I**, the bidder has to execute its installation & commissioning in the designated site(s) at the location. No extra cost shall be paid for this purpose.

d) After the installation & commissioning of machine i.e., **DG Set (160 KVA),** the training to the local trainers shall be given for five (05) working days wherein the training about the machine's operations, maintenance, information about Do's & Don'ts as well as trouble shooting & all other areas which are necessary for smooth functioning of machine shall be provided the persons designated by Buyer, at site, by the bidder. No extra cost shall be paid to the successful bidder for imparting this training.

e) The bidder shall offer on-site comprehensive warranty of machine for one year (01) from the date of successful commissioning of machine at the designated location. The Buyer is not liable to pay any extra charges on any account during warranty period.

f) The bidder shall cover the machine(s) under Comprehensive Maintenance Contract for four years after the expiry of comprehensive warranty period of one year without asking for any additional financial charges from Buyer.

g) The Buyer shall inform the Colour of the machine to be supplied against the above order while issuing the purchase order and bidder has to comply.

3. Delivery

a) The Buyer expects the completion of delivery of machine by the bidder within 60 calendar days from the date of issue of supply order at the location(s).

b) The machine/equipment shall be inspected by the Buyer on receipt at site and bidder shall be responsible for any damage during the transit of machine/ equipment. The Buyer shall not be responsible for any damage due to any reason during the transportation of machines/equipment to the designated site of the Buyer

c) The successful bidder shall not be allowed for part shipments and/or trans-shipments without the permission of Buyer. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/Installation & Commissioning shall be obtained by the bidder in his own name and not in the name of Buyer. The Buyer will as soon as possible but within 30 days from the date of arrival of goods at destination shall notify the bidder of any loss or damage to the goods.

d) The successful Bidder shall, within a week from the date of receipt of communication of acceptance of quotes from Buyer shall intimate his acceptance of the order. The successful bidder shall complete supplies strictly as per the accepted delivery period.

e) The post-delivery activities i.e. Installation, Commissioning, Training to Trainers etc. shall be started within 7 days from the date of receipt of machines at site by the Buyer.

4. Performance Security Deposit:

a) The selected supplier shall submit the Performance Security @5% (Five Percent) of the accepted total work order value (including CMC), based on quantity as specified in this RFP, within 15 days from the date of acceptance of work order by the selected supplier, in the form of Bank Guarantee as per format enclosed as **Annexure - XV** or Insurance Surety Bond as per format enclosed as **Annexure - XVI** or account payee Demand Draft/ Banker's Cheque from a scheduled commercial bank or online payment through NEFT/ RTGS in favour of the NTSC-Aligarh from the date of written communication by the NTSC-Aligarh to the selected supplier. The Bank Guarantee or Insurance Surety Bond should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty period of one (1) year.

The said performance security shall be released within 60 days after satisfactory execution of contract including 1 year warranty period, handing over of all the related documents/ data/material/etc., if any, to buyer after new Performance Security for comprehensive maintenance charges period as mentioned at Clause 4 (b) below is submitted and accepted by Buyer after due verification.

b) To cover the comprehensive maintenance contract (CMC) period of 4 years, the supplier shall submit a separate Performance Security @14% (Fourteen Percent) of the accepted total work order value (including CMC) based on quantity as specified in this RFP, before expiry of 30 days of the comprehensive warranty period of 1 year, in the form of Bank Guarantee or Insurance Surety Bond [format for both shall be provided by the buyer to the supplier separately or account payee Demand Draft/ Banker's Cheque from a scheduled commercial bank or online payment through NEFT/ RTGS in favour of the NTSC-Aligarh.

This performance security against CMC period shall be valid for a period of 5 years (i.e. 4 (four) years plus 1 (one) year) which shall be released within 60 days after satisfactory execution of CMC period of 4 year of comprehensive maintenance contract (CMC) period plus one year and handing over of all the related documents/ data/material/etc., if any, to buyer.

The Performance Security shall be forfeited, if during the execution of the contract and subsequent warranty period and comprehensive maintenance contract period, the services of the supplier are found to be unsatisfactory and/or the conditions of this RFP is contravened/ breached, and/or any damage caused due to negligence of the supplier or its employees. The Performance Security will not carry any interest.

5. Comprehensive Warranty

a) The successful bidder shall offer on-site comprehensive warranty of machine for one years from the date of successful commissioning of machine at the designated location & shall cover each and every part of the machine including parts having limited life etc. The Buyer is not liable to pay any extra charges on any account during warranty period.

b) Any part or parts fail or proved defective within the on-site warranty period specified above, owning to defect in design, material or workmanship, the bidder shall have to replace them with original spares only without asking for any extra charges.

c) The successful bidder shall have to visit the location at which the machine supplied once in a quarter as a “Preventive maintenance service” to check the working of hardware & software of machine, associate systems, efficiency of operational areas etc., during the warranty period.

d) During the warranty period, expert(s) shall be deputed at site by the successful bidder within two working days from the date of request from Buyer, to rectify and fixing the defects/malfunctioning of machine at the location where machine(s) supplied within next three working days. The cost of deputation of expert(s) and any other associated expenditure to attend the rectification/fixing of fault shall be borne by the bidder.

e) In case the successful bidder is not able to rectify the fault within the period of three days, the Buyer has authority to demand for demurrages because of loss to Buyer due to “under repair” situation for the machine.

6. Four Years Comprehensive Maintenance Contract (CMC)

a) The bidder shall cover the machine(s) under Maintenance Contract for four (04) years after the expiry of comprehensive warranty period of one year without claiming any additional financial charges from Buyer. The commercial / financial bid for the machine(s) shall be quoted accordingly.

b) The bidder shall have to visit the location at which the machine supplied once in a quarter as a “Preventive maintenance service” to check the working of hardware & software of machine, associate systems, efficiency of operational areas etc., during the four years of CMC period. The bidder shall cover the Equipment’s/machine, Tools & accessories (Wherever applicable) under Maintenance Contract for four (04) years after the expiry of comprehensive warranty period of one year.

c) The rate of CMC charges beyond 1 year comprehensive warranty period shall be reckoned as mentioned below and shall be applicable for next four years:

Year	Rate of CMC Charges
1	@2% of the accepted total value of tender
2	@3% of the accepted total value of tender
3	@4% of the accepted total value of tender
4	@5% of the accepted total value of tender

In case of breach of CMC, the recovery shall be affected by forfeiture of the performance security for CMC.

7. After Sales Services

a) The successful bidder shall ensure to render after sales services during the comprehensive warranty period (1 year) and in the period of Comprehensive Maintenance Contract (4 years) to the satisfaction of Buyer.

b) The successful bidder will depute their engineer within two working days to attend the service call received in writing from Buyer during the comprehensive warranty period.

8. Manuals:

The successful bidder to supply three (03) sets of the following manuals in hard format and one (01) soft format along with machine:

i. Installation Manual
ii. Operation Manual
iii. Maintenance Manual
iv. Training Manual

9. Pre-dispatch Inspection:

a) A pre-dispatch inspection by 3rd party/ technical team of Buyer may be carried out at bidder's site of manufacturing machines. This pre-dispatch inspection will not absolve bidder's responsibility to execute supply in accordance with the Bid terms.

b) In case during inspection by the inspection team of Buyer find some areas needs to be attended by bidder and/or test reports asked, the successful bidder has to rectify/ address the findings of inspection team within 10 days & confirm in writing to Buyer. If need be the re-inspection would be carried out at the cost & expenses of the successful bidder.

10. Packing:

a) The successful bidder shall provide packing of the machine/ equipment, as is required to prevent their damages or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. In case the consignment of machines/ equipment received with damaged packaging, the Buyer shall not accept the delivery of the same.

b) The machine & equipment shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport. The bidder shall be responsible for any loss/ damage to material during transportation to the designated address.

11. Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions stated in RFP @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay, maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

12. Payment:

a) The 70% payment of total accepted total work order value (including CMC) will be made by the Buyer by crossed account payee cheque/RTGS/NEFT for which the supplier shall send bills in duplicate (original + copy) after Supply, Installation & Commissioning of machine/equipment, giving the reference number of the purchase order along with copies of delivery note & satisfactory report on the Installation of machine(s), from designated Buyer department. The details about the designated Buyer department who is authorized to take the delivery of machine(s) shall be informed to the successful bidder through the supply order placed for the supply of machine(s).

b) The 16% payment of total accepted total work order value (including CMC) will be released to supplier after one month from the date of completion of training to trainers at site and on submission of Indemnity Bond by the successful bidder for rendering services during warranty period and maintenance period.

c) Balance 14% payment shall be released to the supplier after successful completion of the contractual obligation and submission of Performance Security against CMC charges as per clause 4 (b) above.

d) Payment will be made to supplier subject to receipt of Funds from Ministry of MSME.

13. Claims:

a) If the machines/ equipment supplied are found to be of different size and shape than those in the accepted offer and are of specifications of lower than those stipulated in the accepted offer, the Buyer shall have right to totally reject the machine/ equipment and/or to claim for compensation from successful bidder. The successful bidder shall pay to Buyer, the claim demanded in writing within 15 (fifteen) days of its demand. The bidder shall also compensate for losses, if any, sustained by Buyer due to lower specification/defective packing and/or wrong marking of the machine/ equipment, etc. In case of non- compliance/ non- fulfilment of any stipulations by the Supplier for any issue, EMD/ Performance Security shall be invoked and forfeited.

b) The successful bidder shall be responsible for arranging the rejected machine/ equipment to be removed at his cost from Buyer premises.

14. Jurisdiction: In the event of any dispute the legal matter shall be subjected to the exclusive jurisdiction of Prayagraj Court only.

15. Code of Integrity for Public Procurement:

NSIC as well as bidders shall observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant RFP arrangement:

(i) "**Corrupt practice**": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(ii) "**Fraudulent practice**": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

(iii) **"Anti-competitive practice**": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(iv) "**Coercive practice**": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) "**Conflict of interest**": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi) "**Obstructive practice**": materially impede NSIC's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information.

16. Punitive Provisions:

Without prejudice to and in addition to the rights of NSIC to other penal provisions as per the RFP document, if NSIC comes to a conclusion that a (prospective) bidder directly or through an agent, has violated this code of integrity in competing for the RFP or in executing any/all obligations under this RFP, NSIC may take appropriate measures including one or more of the following:

i. If his bids are under consideration in any procurement:

a) Forfeiture or encashment of bid security;

b) Rejection and exclusion of the bidder from the selection process

ii. If the bidder has been selected as a supplier:

a) Cancellation of Selection as a Supplier and recovery of compensation for loss incurred by NSIC;

b) Forfeiture or encashment of performance security deposit or any other security or bond relating to the Selection of supplier;

c) Recovery of payments received by the supplier for supply of machine along with interest thereon at the prevailing rate;

iii. Provisions in addition to above:

Removal from the list of selected suppliers and banning/ debarment of the bidder from participation in future procurements of NSIC for an appropriate period.

17. Force Majeure Conditions:

If at any time during the contract period, the performance in whole or in part by either party of any obligation under this RFP shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockdown or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non- performance or the delay in performance, and work shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of NSIC as to whether the supply & delivery of machines have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this RFP is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the selection of supplier.

18. Termination for Default:

If the Selected Supplier does not perform its obligations mentioned in the RFP, the same would constitute the breach of any/all obligations under this RFP and NSIC shall have the right to cancel the contract for the unexecuted portion.

Such cancellation of on account of non - performance by the Supplier would entitle NSIC to forfeit the Performance Security deposit besides other actions such as debarment as per the decision of NSIC.

Under no circumstances the Buyer shall be liable to the Selected Bidder and/ or its employees/ personnel/ representatives/ agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination for default.

19. **Miscellaneous Provision:** Obligation under this RFP cannot be transferred or assigned by the Selected Bidder without the prior written approval of the NSIC.

20. Selected Supplier shall hold in trust any information including confidential information received by it from NSIC, under the RFP, and the strictest of confidentiality shall be maintained in respect of such information. It will maintain and use the confidential information only for the purposes of the RFP and within the prevailing and applicable laws.

<u>BIDDER'S NAME & SIGNATURE WITH SEAL</u>

The duly signed pages of "Instructions to the Bidders" as above shall be attached with technical bid of the tender as a mark of acceptance of bidder and any bid/ tender not confirming the instructions as above, is liable to be rejected

Annexure-I

Details of Requirement and Technical Specifications of FOR 160 KVA Diesel Generator Set (As Per CPCB-IV Norms) with Acoustic Enclosure

Name of the Machine: **Diesel Generator Set (160 KVA)**

Sl. No.	Title	Description	Unit	Data	Bidder's Response (Yes/No) If marked "NO" in the column before, specify the deviation in specification of the machine offered for the supply.	If any higher / better / superior specification is offered, please specify (*Any adverse specifications shall lead to rejection of proposal*)	Specify Makes (s) or Brand (s) & Model offered for the Machine / Item (*Wherever Applicable*)
1	**Capacity**	Generator Prime Rating at rated rpm (as per ISO-8528)	KVA	160			
		Power Rating	KW	128			
		Phases	No	3			
		Current	A	222			
		Frequency	Hz	50			
		Power factor	lagging	0.8			
		Voltage	V	415 (3Ø)			
		Governing Class (As per ISO 8528 Part-V)		G3			
		Noise Level @ 1 mtr.		As per CPCB Norms			

		Fuel Tank Capacity	Ltrs.	300 or more			
		Electrical Battery starting voltage	Volts-DC	12			
		Genset Dimension (LxWxH)	mm	4200x1400x1745 approx. or equivalent			
2	**Engine**	Rated output (Prime Continuous rating as per ISO 8528-1)	HP	196 or More			
		Engine must be CPCB-IV Norms					
		Cooling System (mandatory)		Liquid Cooled with CRDI Fuel system			
		No. of Cylinder (Mandatory)	Nos	6			
		Bore x Stroke	Mm	104 X 118 or equivalent			
		Displacement					
		Rated Speed	RPM	1500			
		Fuel System		HSD			
		Aspiration		Turbo Charged Inter Cooled			
		Total Lube Oil capacity	Ltrs.	18 & more			
		Coolant Capacity	Ltrs.	24 & more			
		Lube oil Change Period	Hrs.	500 Hrs. & More			
3	**ALTERNATOR**	Type		Type Brushless Self excited			
		Make		CG/LS/Stamford or equivalent			
		Insulation Class		Class H			

		Enclosure Type/ protection		IP23			
		Voltage Regulation		+- 1% /+- 0.5%			
		Maximum unbalanced load across plases		25%			
4	**PANEL**	Type		MCP /AMF			
		Component		Microprocessor based Genset Controller, Current Transformer (CT), Suitable rating MCCB with short circuit protection, Battery Charger. Fuse & relays, IOT Remote monitoring system, Bus bar for load connection, Key Switch, hooter etc.			
5	**DISPLAY**			Current (Amp), kVA, Kw, Voltage, DG run Hours, Frequency, Lube oil pressure, DEF Tank level, Battery Voltage, Engine Temperature, Fuel Level, Power Factor etc.			

6	**Safety Features**			Low Lube oil Pressure (LLOP), Low Fuel Level (LFL), Engine High Temperature, Under Frequency, Over Voltage, Under Voltage, Overload, Other standard protection			

The following accessories / feature has to be supplied along with the Machine:-

1. Specially designed to meet stringent MoEF/CPCB Norms of 75 dBA@ 1 mtr at 75% load under free field conditions.
2. Acoustic enclosure with Residential Silencer
3. Silencer – Residential
4. AVM pads
5. First Fill of lube oil
6. PCC Foundation
7. GI Chemical Earthing pits along with earthing strip
8. Aluminium Power Cable of suitable Size.
9. 160 KVA 415V, 3 phase, 50Hz Diesel Generator set with acoustic complete with Control Panel for protection, metering & operation and all accessories as specified
10. Engine should be with CRDI fuel system, water pump driven system through gear, multivalve engine.
11. Suitably rated lead acid sealed maintenance free batteries, along with charger (with float and boost charging provision) shall be included. Control/monitoring annunciation requirement will also be made from this DC voltage.

13. All other Accessories in all respect (including coolant, lubricant etc.) to run the machine smoothly.
14. Control system with LCD display.

15. Electronic governing.
16. Audible & Visual warning for inducement.
17. IOT Enabled/Remote monitoring system.
18. Service Centre Should be available in Aligarh with adequate stock. Capable of providing round the clock service and spares support (declaration may be provided by the engine manufacturer)
19. Model must be Valid Type Approval Certificate and Conformity of Production certificate. Certification from ARAI or any designated agency authorized by CPCB and fulfils CPCB-IV norms, COP Certificate for Engines, Type test reports for alternators as per relevant latest IS to prove conformity to the specification.
20. Supply, Installation, Testing and commissioning (SITC) as per Scope of supply mentioned in RFP.

The machine has to be supplied along with the following accessories /software/tools etc. listed above

Further, machine/DG Set has to be supplied with relevant spares/tools (if any) for servicing of the Gen Set and smooth running of the system. **The above list of standard accessories are tentative and the bidder shall have authority to supply additional accessories as they deemed fit for the successful operation of the machine/DG Set after the supply at site.**

The bidder hereby also declares that the price of all item as per the above list have been quoted in the Price Bid failing which the price bid quoted will be rejected.

Name & Signature of the authorized bidder with stamp Contact details of authorized person of bidder who have signed the Bid.

Name……………………………………….… Designation……………………………Phone (office)…………………………………………….

Phone (Mobile)………............................... E mail………………………………………………………

ANNEXURE - II

FORMAT FOR EMD - BANK GUARANTEE

(To be submitted on non-judicial stamp paper of appropriate value purchased in thename of the issuing bank)

From:

Bank:____________________

To

NSIC Technical Services Centre (NTSC), A-1, Industrial Estate, Aligarh, Pin code - 202001

Bank Guarantee No__________________________Dated________Bank Guarantee Amount Rs. _________Valid up to____________Claim Period up to _____________ ___________________

1. Whereas NSIC (hereinafter referred to as "the Buyer") had floated RFP No __ dated______inviting proposals for Selection of Supplier for the Supply, Installation & Commissioning of **DG Set (160 KVA)** and M/s_____, complete address __________**.**(hereinafter referred to as the "Bidder") issubmitting the Proposal for the Supply, Installation & Commissioning of **DG Set (160 KVA)** as defined in the said RFP.

2. Whereas as per the condition of RFP, the Bidder is required to furnish EMD in the form of bank guarantee for Rs__________________(in words & figures) in favour of Buyer to secure Bidder's obligation under the RFP.

3. We______________(Banker's Name & Address) (hereinafter referred to as "the Bank") do hereby expressly, irrevocably and unconditionally undertaking to pay an amount not exceeding Rs________________(Rupees__only) without any demur, protest merely on demand from Buyer on account of non-fulfilment of the obligations under the RFP and/or RFP Documents within the validity. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We undertake to effect payment upon receipt of such writtendemand, notwithstanding any dispute or disputes raised period up to___by theBidder in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the Bidder, indulgence to the Bidder by you or by any alterations in the obligation of the Bidder or by any forbearance whether as to payment, time, performance or otherwise.

5. This guarantee shall remain in full force and effect till________.

6. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, as the case may be, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

7. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the Bidder or of the buyer

8. This Bank guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing Bank through Structured Financial Messaging System(SFMS) to Bank, (address of NSIC's/Buyer's Bank) having IFSC ___________ , Account No. _____________ through SFMS and authenticated by the said NSIC's/Buyer's Bank.

9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NSIC/Buyer in writing.

10. Notwithstanding anything contained herein before our liability under this bank guarantee:

    i. Shall not exceed Rs.___________(Rupees____________________only).

    ii. This Bank Guarantee shall be valid up to__________and having claim period up to ________________

    iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee as demanded by NSIC/Buyer and only and only if NSIC/ Buyer serve upon us a written claim or demand on or before ___________________________

    iv. Further, the amount of invocation of the Bank Guarantee shall be remitted to NSIC's/ Buyer's account no.______________________________with_______________ (IFSC__________) under written intimation to_____________NSIC/Buyer (address).

Dated the____________day of___________for (indicate the name of the Bank).

Date:______________ Authorized Signatory____________

Stamp ______________

Note: Bank Guarantees issued by only Scheduled Commercial Bank or State Bank of India will be accepted.

ANNEXURE - III

Format for EMD in Form of Insurance Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of issuing Insurance Company)

Insurance Surety Bond for EMD

1. Whereas M/s …………………………… R/o ……………… ………… ……………………………………… (Hereafter referred to as **Bidder**) has approached us for giving a Surety of Rs. ………..…/- (hereafter known as the "**Surety Amount**") valid up to …. /……/ 20…. (Hereafter known as the "**Validity date**") in favour of the NSIC Technical Services Centre (NTSC), A-1, Industrial Estate, Aligarh, Pin code – 202 001) (Hereafter referred to as **NSIC/ Buyer**) for participation in the RFP No. ___________________________ dated ___________ floated by NTSC-Aligarh for Selection of Supplier for the Supply, Installation & Commissioning of **DG Set (160 KVA)**.

Now, at the request of the Bidder, we .... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, …………………………………………….and Registered/ Head Office ……………………………………………………………………………… (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, protest merely on a demand from the NSIC/Buyer on account of non-fulfilment of the obligations under the RFP and/or RFP Documents within the validity. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the NSIC/Buyer in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".

3. We, the Surety, undertake to pay to the NSIC/Buyer any money so demanded notwithstanding any dispute or disputes raised by the **Bidder** in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the **Bidder** shall have no claim against us for making such payment.

4. We the Surety, further agree that the Surety herein contained shall remain in full force and

effect during the period that would be taken for the performance of the said RFP and that it shall continue to be enforceable until NSIC certifies that the terms and conditions of the said RFP have been fully and properly carried out by the said **Bidder** and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.

5. We the Surety further agree with the NSIC/Buyer that the NSIC shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said **Bidder** from time to time or to postpone for any time or from time to time, any of the powers exercisable by the NSIC/Buyer against the said **Bidder** and to forbear or enforce any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Bidder** or for any forbearance, act or omission on the part of the NSIC or any indulgence by the NSIC/Buyer to the said **Bidder** or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This surety bond shall be continuing surety and shall not be discharged by any change in the constitution of the Surety, or in the constitution of the Bidder or NSIC.

7. We lastly undertake not to revoke this Surety during its currency except with the previous consent of the NSIC in writing.

8. Notwithstanding anything herein contained:

(a) The liability of the Surety under this Surety bond is restricted to the “**Surety Amount**”, and it will remain in force up to its Validity date specified above.

(b) The Surety shall stand completely discharged and all rights of the NSIC under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

9. In case NSIC/Buyer demands for any money under this Surety Bond through written claim or demand, the same shall be paid through NEFT/RTGS to NSIC’s Bank Account No. __________ (IFSC __________) under written intimation to NSIC.

The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place:……………………………

Date: ....(Signature of the Insurance Company Officer)

Rubber stamp of the Insurance Company

Authorised Power of Attorney Number: …………………………. Name of the officer:

…………………

Designation: …………………………………… Official Email ID:………

Complete Postal address of Insurance Company:
……………………………………………………………. Telephone Numbers

……………………………. Fax numbers … ……………………………

Name, Address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by NSIC.

…………………………………...

………………………………….

………………………………….

………………………………….

ANNEXURE - IV

BID SECURING DECLARATION

(on Company Letter-head)

Documents relating to Bid Security

(To be submitted as part of Proposal, along with supporting documents like UDYAM Registration Certificate)
A Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security must submit this declaration.

Bidder's Name__________________________ [Address and Contact Details] _______

Bidder's Reference No.____________________________Date_________ To

Centre Head
NSIC Technical Services Centre, A-1,
Industrial Estate, Aligarh, Pin code – 202001

Tender Ref. No.: **NSIC (A)/RAMP/2026-27/DGSET/06**

Tender Title: '**RFP for Selection of Supplier for the Supply, Installation & Commissioning of 'DG Set (160 KVA)'.**

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this RFP Document, the Proposal must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender of Buyer for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the RFP conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the validity of Proposal; or
2. being notified within the validity of Proposal of the acceptance of our Proposal by the Buyer:
    a) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the RFP Document.
    b) Fail or refuse to accept the Supplier Selection Letter.

We know that this bid-Securing Declaration shall expire if we are not selected as supplier for supplying the machines, upon:

1) receipt by us of your notification:
    a. of cancellation of the entire RFP process or rejection of all Proposals or
    b. of the name of the successful bidder or
2) Forty-five days after the expiration of the validity of Proposal or any extension to it.

SIGNATURE & SEAL OF THE AUTHORISED
SIGNATORY OF BIDDER

Note: The above declaration, duly signed and sealed by the authorized signatory of the entity on its letter head, should be uploaded with Proposal.

ANNEXURE - V

BIDDER’S PROFILE FORM

Sl. No.	Particulars	Details		
1.	Name of the Participating Bidder			
2.	Registered Address			
3.	Telephone No.			
4.	Mobile No.			
5.	Email ID			
6.	Name of Authorised Signatory (please provide the proof and attach the same)			
7.	Constitution of Bidder	(Tick whichever is applicable)	Bidder registered/ constituted under relevant Laws/ Notification/ etc. (Name the same)	Documentary Proof for the constitution of the Bidder/ supporting documents from the concerned Ministry/ Department of Central/ State Government (as applicable)
	i. Private/ Public Limited Company, under Companies Act			
	ii. Central/State PSU			
	iii. Autonomous Institution under Central/ State Government.			
	iv. Partnership Firm/ LLP			
	v. Proprietary Firm			
8.	PAN No.			
9.	GST Number			

Note: All fields are mandatory. Any missing/ incomplete information will lead to rejection of the proposal.

SIGNATURE & SEAL OF
THE AUTHORISED
SIGNATORY

ANNEXURE - VI

Bidder's Authorization Certificate (Power of Attorney duly notarized)

(To be Submitted by Partnership Firms/LLP on Non-Judicial Stamp Paper of Rs.100/-)

Dated:________

RFP No.: **NSIC(A)/RAMP/2026-27/DGSET/06**

To

Centre Head
NSIC Technical Services Centre,
A-1, Industrial Estate, Aligarh,
Uttar Pradesh,
Pin code – 202001

___________< Authorised Signatory's Name> , __________< Designation > is hereby authorized to physically and digitally sign relevant documents on behalf of ____________________< Company Name > in dealing with this '**RFP for Selection of Supplier for the Supply, Installation & Commissioning of DG Set (160 KVA)'.** He/ She is also authorized to attend meetings and submit Technical & Commercial Proposal/ information as may be required in the course of processing above said RFP. The signatures of Authorised Signatory are attested below.

Thanking You,

Sign:

Name: Designation: Seal:

Date:

Signatures of Authorized Signatory (who is authorized under this POA)

Signatures of All the designated Partners with Names (in case of Partnership Firm/LLP)

(In case of Private/ Public Limited Company, authorization through Board Resolution shall be submitted.)

ANNEXURE - VII

ANNUAL TURNOVER AND NET WORTH OF THE BIDDER

(On the Letter Head of Chartered Accountant)

M/s < Name of the Bidder> ______________________________
Address: ____
PAN No: ____

Based on audited financial statements by the statutory auditors of the bidder on letter head, the figures of Net worth & Turnover for the following financial years are certified as follows:

(***All figures – Rupees in Lakh)***

S. No.	Financial Year	Turnover	Net Worth
1.	2021-22		--
2.	2022-23		
3.	2023-24		
4.	2024-25		

Average Turnover of Last Three Years: ______________________ (in Lakhs of Rupees)

Further, it is certified that the Net Worth has eroded/not eroded (Please strike off as applicable) by more than 30% (thirty percent) in the last three years, ending on 31st March, 2025.

Place:

Date:

UDIN:

Membership No.:

Signature & Seal of the Chartered Accountant

Note:

1. **Annual Financial Turnover of the bidder from operations shall mean** - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
2. **Net worth** means the sum total of the paid-up share capital and free reserves. **Free reserve** means all reserves credited out of the profits but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
3. The bidder must upload complete audited financial statements (balance sheet, profit & loss account, all annexure/notes & audit reports) for last four financial years i.e. 2021-22, 2022-23, 2023-24 and 2024-25 are also to be uploaded by the bidder with the technical bid.

ANNEXURE-VIII (A)

PROFORMA FOR EXPERIENCE & PAST PERFORMANCE STATEMENT
(On the Letter Head of Bidder)
For Central/ State Government/ CPSUs/ SPSUs Supplies

M/s. < Name of the Bidder/ OEM> ________________________________
Address: ____
PAN No. ____
GST No. ____

We have verified all the Audited Financial Statements, Books of Accounts, Cost Records, Purchase Orders/ Work Orders/ Contract Agreements/ LOAs/ Bills of quantities, Bill wise details of payment received/ confirmation, GST returns filed on the GST Portal and other relevant records of M/s. (Name of the Bidder/ OEM) and declare the following details for the Financial Year as per RFP clause no. 4.4 of Instructions to Bidders.

For Central/ State Government/ CPSUs/ SPSUs Supplies

FY: ________________

S. No.	Client Name with complete address, email ID & Contact No.	LOA / Work Order No. & Date	Total Contract Value (Rs.)	Items	Work Experience Certificate Ref. No. & Issuing Date	Qty.	Date of completion of delivery as per contract	Date of completion of delivery Actual	Remarks indicating reasons for late delivery, if any	Date of Receipt with Amount Received matching with Contract Value (Rs.)	Description of documents verified/ relied upon	Any complaints from Purchaser/ consignee for non-satisfactory Performance
1.												
						Total						
2.												
						Total						
TOTAL												

Total Quantity for Central/State Government/CPSUs/SPSUs Supplies as mentioned above ________________

The above-mentioned quantities (**for Central/ State Government/ CPSUs/ SPSUs Supplies**) of machine/ equipment of similar nature sold are correct and in agreement with the Audited Financial Statements, Books of Accounts, Cost Records, Purchase Orders/ Work Orders/ Contract Agreements/ LOAs/ Bills of quantities, Bill wise details of payment received/ confirmed, GST returns filed on the GST Portal and other relevant records w.r.t. Government supplies executed by M/s. (Name of the Bidder/ OEM) and can be considered for the Bid evaluation purpose. Further, in terms of RFP, copies of relevant work orders/ contract agreements/ purchase orders/ LOAs/ LOIs along with certificate for successful completion/ execution are attached herewith for the purpose of evaluation.

Place: ______________
Date: _________________

Sign and Seal of Bidder/ Sign and Seal of OEM
(As applicable in accordance with clause 4.4 under Instructions to Bidders section)

Note:

1. For Central/ State Government/ CPSU/ SPSU supply, copies of relevant work orders/ contract Agreements/ purchase orders/ LOAs/ LOIs along with certificate for successful completion/ execution must be uploaded along with the Bid and the same shall be considered for evaluation.

2. All the records viz: Audited Financial Statements, Books of Accounts, Cost Records, Purchase Orders/ Work Orders/ Contract Agreements/ LOAs/ Bills of quantities, Bill wise details of payment received/ confirmation, GST returns filed on the GST Portal and other relevant records must be kept by the bidder to substantiate/ verifying/ backing up/corroborating of afore-mentioned details and shall be made available to Facilitator/ MoMSME as and when required.

3. It must be ensured that stock transfer will not be considered as Quantity sold.

ANNEXURE-VIII (B)

Bidder's/ OEM's Work Experience Certificate (Private/Institutional Sales)
(On the Letter Head of Chartered Accountant)

M/s < Name of the Bidder/OEM>______________________________

Address: ____

PAN No. ____

GST No. ____

We have verified all the Audited Financial Statements, Books of Accounts, Cost Records, Purchase Orders / Work Orders / Contract Agreements / LOAs / Bills of quantities, Bill wise details of payment received/ confirmation, GST returns filed on the GST Portal and other relevant records of M/s. ___________(Name of the Bidder/OEM) and certify the following details for the Financial Year _ Instructions to Bidders.as per RPF clause no. 4.4 of Instruction to Bidders.

For Private/Institutional Sales
FY:____________

S. No.	Client Name with complete address	LOA / Work Order No. & Date	Work Q Experience Certificate Ref. No. & Issuing Date	uantity	Date of completion of delivery as per contract	Date of completion of delivery Actual	Remarks indicating reasons for late delivery, if any	Date of Receipt with Amount Received matching with Contract Value (Rs.)	Description of documents verified/ relied upon	Any complaints from Purchaser/ consignee for non- satisfactory Performance
1.										
				Total						
2.										
				Total						

Total Quantity No.

It is also certified that based on the information, explanations and documents given to us, the above-mentioned quantities of machine/ equipment of similar nature sold are correct and in agreement with the Audited Financial Statements, Books of Accounts, Cost Records, Purchase Orders / Work Orders / Contract Agreements / LOAs / Bills of quantities, Bill wise details of payment received/ confirmation, GST returns filed on the GST Portal and other relevant records w.r.t. Private/Institutional Sales of M/s. (Name of the Bidder/OEM) and can be considered for the Bid evaluation purpose.

Place:
Date:

Name of the Chartered Accountant Firm:
Signature & Seal of the Chartered Accountant:

Name of the Partner / Proprietor :
Designation:
Membership No. :
Firm Reg. No. :
UDIN:

Sign and Seal of Authorized Signatory of Bidder Sign and Seal of OEM (if applicable)

Note:

1. **For Private/Institutional Sales, copies of work orders/ contract agreements/ purchase orders/LOAs/LOIs along with certificate for successful completion/ execution must be uploaded along with the Bid and the same shall be considered for evaluation.**

2. **All the records viz: Audited Financial Statements, Books of Accounts, Cost Records, Purchase Orders / Work Orders / Contract Agreements / LOAs / Bills of quantities, Bill wise details of payment received/ GST returns filed on the GST Portal and other relevant records must be kept by the bidder to substantiate/ verifying/ backing up /corroborating of afore-mentioned details and shall be made available to Buyer as and when required.**

3. **The Buyer reserves the right to get the invoices/ details mentioned in above CA Certificate verified from an independent CA firm or any other representative. In case the certificate is found faulty, the Bidder/OEM will be blacklisted and the Performance Security will be forfeited.**

4. **It must be ensured that stock transfer will not be considered as Quantity sold.**

5. **Chartered Accountant (CA) must match the details of bills**

ANNEXURE - VIII (C)

To be submitted on the letter head of CA

LIST of ORDERS

M/s < Name of the Bidder / OEM>___________________________
Address: ____
PAN No: ____

Based on verification of records of the Bidder / OEM, the details of the orders executed by the Bidder / OEM is mentioned below:

S.No.	Name of Machine	Date of Supply Order	Date of Successful Completion of Order	Completion Cost	Complaints, if any

Signature & Seal of the Chartered Accountant

Date __________

UDIN No. __________

Membership No.: ____________

Signature & Seal of Bidder / OEM

Note:

1. All the records viz. Purchase Order / Work Order / Contracts / Agreement / LoA / Completion Certificates / Bill wise details of payment received / Confirmation and other relevant records must be kept by the bidder to substantiate / verifying / backing up of aforementioned details and shall be made available to NSIC as and when required.

2. NSIC reserves the rights to get the details / documents mentioned in above List of Orders verified. In case the certificate is found faulty, the Bidder / OEM will be blacklisted and performance security will be forfeited.

ANNEXURE - IX

AFFIDAVIT (IF THE BIDDER IS THE MANUFACTURER OF THE OFFERED MACHINE/ EQUIPMENT)

(TO BE SUBMITTED BY THE BIDDER)

(On Requisite Non-Judicial Stamp Paper as per State Laws- Duly Attested by a Notary Public)

I ________________________________ S/o. _____________________________________ Age_____________ yrs., resident of ____ am the

Authroized Signatory/ Director/ Partner/ Designated Partner/ Proprietor of M/s _________________________________ Address ______________ _____________ (hereinafter

referred to as Bidder) to represent the Bidder and do hereby solemnly affirm on oath and declare that:

We are participating in the GeM Bid No.________________ RFPNo.…………………….. Invited by NSIC. It is hereby confirmed that:

1. We have the capability to manufacture the **DG Set (160 KVA)** as per the specifications defined in **Annexure-I** of the RFP document. **We hereby declare following information with respect to our Organization:**

1.	Name of the Firm	
2.	Registered address of firm	
3.	Address of works/ factories	
4.	Constitution of the firm i.e. Proprietary/ Partnership/ Private limited etc. with registration details.	
5.	Brief area of factory i.e. i) Covered area ii) Open area	
6.	Details of Power Connections: i) Sanctioned/ Installed ii) Own arrangement, if any	
7.	Phone/ Fax No. Website address & E-mail I.D.	
8.	Main Products of Manufacturing (use separate annexure, if needed)	

9.	Details of Plant Machinery (P & M) available with firm Identifying critical P & M for the product (use separate annexure, if needed)	
10.	Details of testing & Quality control facilities available with firm (use separate annexure, if needed)	
11.	Does the firm have adequate systems to ensure consistent & acceptable quality products? ISO/ISI Status etc.	
12.	Do the firm maintain record of raw material and Inspection Records?	
13.	Installed & Operating Annual Capacity of the firm for producing the offered machine	

2. We have necessary technical knowhow, expertise and infrastructure to supply the offered machine(s)/equipment as per the specifications provided in **Annexure I** of the said RFP.
3. We hereby certify that all the machine offered by us against this RFP comply with the Make in India requirement i.e. product shall be of Indian origin or local content shall be more than 50% for each of the machine.
4. We have not been convicted by court of law for violation of the trading and other laws/rules.
5. We declare that we are not debarred from participating in this RFP as per the Ministry of Finance Guidelines on debarment circulated vide OM No. F.1/20/2018- PPD issued by Department of Expenditure dated 02.11.2021.
6. It is hereby certified that if awarded, we shall supply the machine of good quality.

That the contents herein above are true and correct to my knowledge and belief. We understand that in case, any statement in the declaration above is found incorrect at any stage, then the contract is liable to be terminated along with forfeiture of Performance Security/ Performance Bank Guarantee.

Deponent

Verification: Verified on at _____________

Deponent

Attested by the Notary with Seal

ANNEXURE - X

AFFIDAVIT (IF THE BIDDER IS NOT THE MANUFACTURER OF THE OFFERED MACHINE/ EQUIPMENT)

(TO BE SUBMITTED BY THE BIDDER SEPARATELY FOR EACH OEM)

(On Requisite Non-Judicial Stamp Paper as per State Laws- Duly Attested by a Notary Public)

To

……………………………………..
National Small Industries Corporation Ltd.,
……………………………………..

Ref. GeM Bid No………………..& RFP No…………………….

We are participating in the GeM Bid No.________________ RFP No.. **NSIC (A)/RAMP/2026-27/DGSET/06** for **Supply, Installation and Commissioning of DG Set (160 KVA)** invited by NSIC.

We are offering the machines/ equipment manufactured by __________________ <OEM/ Manufacturer Name> having registered office at <OEM/ Manufacturer Address>, are an established and reputed Manufacturer of ________________<Name of the Machine(s)/ Equipment> as per specifications defined at Annexure-I of the subject RFP.

The above OEM, ________________<Name of the OEM> has authorised us vide MAF certificate/ letter No. __________ dated ________ for participating in the above RFP and to supply, install and commission the following machines/ equipment manufactured by them:

1. ____________
2. ____________
3. ____________

(Add or delete rows, as required)

It is further certified that the above OEM has agreed unequivocally to extend their warranty/ guarantee support and will provide after sales service to these machines/ equipment during the warranty/ guarantee period.

It is also hereby confirmed that the OEM has the capability to manufacture/ supply the above said machine(s)/equipment as per the specifications defined in **Annexure – I** of the RFP. Further, we declare following information with respect to the above OEM:

1.	Name of the OEM	
2.	Registered address of OEM	
3.	Address of works/ factories	
4.	Constitution of the OEM i.e. Proprietary/ Partnership/ Private limited etc. with registration details.	
5.	Brief area of factory of OEM i.e. i) Covered area ii) Open area	
6.	Details of Power Connections of OEM: i) Sanctioned/ Installed ii) Own arrangement, if any	
7.	Phone/ Fax No. Website address & E-mail I.D. of OEM	
8.	Main Products of Manufacturing of OEM (use separate annexure, if needed)	
9.	Details of Plant & Machinery (P & M) available with OEM Identifying critical P & M for the product (use separate annexure, if needed)	
10.	Details of testing & Quality control facilities available with OEM (use separate annexure, if needed)	
11.	Does the OEM have adequate systems to ensure consistent & acceptable quality products? ISO/ISI Status etc.	
12.	Does the OEM maintain record of raw material and Inspection Records?	
13.	Installed & Operating Annual Capacity of the OEM for producing the individual item(s):	

The information provided above is true and correct.

We understand that in case, any statement in the declaration above is found incorrect at any stage, then the contract is liable to be terminated along with forfeiture of Performance Security/ Performance Bank Guarantee.

Deponent

Verification: Verified on at _____________

Deponent

Attested by the Notary with Seal

Annexure-X (A)

Manufacturer's Authorization Form (MAF)
(On OEM's Letter Head)

OEM's Reference No.________________________ Dated __________

To
……………………………………………
National Small Industries Corporation Ltd.,
……………………………………………….
…………………………………………….

Sir,

Ref. Your RFP No. NSIC (A)/RAMP/2026-27/DGSET/06 and GeM Bid No.__________

RFP Title: RFP for selection of supplier for the Supply, Installation & Commissioning of DG Set (160 KVA) at NTSC-Aligarh.

1. We ____________<OEM/ Manufacturer's name>, are proven and reputable manufacturers of __________________<Name of the Machine(s)/ Equipment> as per specifications defined at **Annexure-I** of the subject RFP. We have factory at_______________. We hereby authorise M/s. _______________ <name and address of the Bidder> to submit a bid, process the same further and enter into a contract with your organisation against above referred RFP Process for the supply of above Machine(s)/ Equipment(s) manufactured by us.

2. As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the RFP Document, for the Machine(s)/ Good(s) and incidental Works/ Services offered for supply by the above firm against this RFP Document.

3. Our details are as under:
   a) Name of the Company: ________________________
   b) Complete Postal Address: _________________________
   c) Pin code: ____________
   d) Telephone Nos.: _______________
   e) Mobile Nos.: _______________
   f) Contact persons/ Designation: ____________________
   g) Email IDs: _________________________

Yours faithfully,
……….……………..

<Signature with date, name, and designation>
for and on behalf of M/s. _____________________
<Name & address of the OEM and seal of company>

ANNEXURE - XI

MAKE-IN-INDIA DECLARATION CERTIFICATE

(On Bidder's Letter Head)

OEM's Reference No.________________________ Dated __________

Ref. NSIC's RFP No. NSIC (A)/RAMP/2026-27/DGSET/06 and GeM Bid No.__________

RFP Title: RFP for selection of supplier for the Supply, Installation & Commissioning of DG Set (160 KVA).

[In compliance to the Public Procurement (Preference to Make-in-India) Order 2017 issued by Department of Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India, dated 19.07.2024 (as amended from time to time)]

TO WHOMSOEVER IT MAY CONCERN

I/We, M/s ____________________________ certify that the local content mentioned below in respect of the machines/ equipment/ items to be supplied by me/ us as per Annexure-I of this RFP is in line with the Make in India Policy of Government of India with respect to the value addition to the total price quoted by us against this GeM Bid No. ________________ dated _______.

I/We, M/s. _________________ also solemnly declare that local content mentioned below are true and correct and understand that "*false declarations will be breach of Code of Integrity under this RFP for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under law".*

I/We, M/s. ________________ also solemnly declare and understand that in case the given *"data does not meet the stipulated Local content requirement and the category of the supplier changes from Class 2 to Non-Local, a penalty up to 10% on the contract value may be imposed".*

Sl. No.	Name of the Machine/ Good/ Item	Name of the manufacturer	Country of Origin	Location(s) and address at which the Local value addition shall be made
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Add/ Delete rows in the table above, suitably to include all the machines/ goods/ items required to be supplied as per Annexure-I under this RFP)

The local content of all the above Machines/ Equipment/ Items to be supplied by me/ us under this RFP as per Public Procurement (Preference to Make-in-India) Order 2017 dated 19.07.2024 (as amended from time to time):

_______% (In figures)

________________________percent (in words)

Accordingly, we declare to be [Tick the appropriate box]:

a. Class-I local supplier : ☐
b. Class-II local supplier : ☐
c. Non-local supplier : ☐

I/We hereby declare that all the details furnished above are true. If any information is found incorrect as per points mentioned above, than I agree to actions as mentioned above.

Date:

Place: (Signature of authorized signatory of the Bidder with stamp)

Note: Points to be noted while certifying the declaration:

i. Services such as Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC, etc. must not be included as Local content.

ii. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

ANNEXURE - XII

NON-BLACKLISTING DECLARATION
(To be submitted on letter-head of Bidder)

RFP No. : **NSIC (A)/RAMP/2026-27/DGSET/06**

To
Centre Head
NSIC Technical Services Centre, A-1,
Industrial Estate, Aligarh, Pin code – 202001

Sub. : Non-Blacklisting Declaration in connection with BID Document No ……………& RFP No. stated above dated _______ 2026

Dear Sir,

This is to certify that our **<<Name of Firm/Company/Organisation>>** is not declared ineligible for participation in tender due to corrupt and fraudulent practices or due to being blacklisted/debarred by state/Central Government of India organization/ department/ CPSU/SPSU in India at the time of on or before bid submission.

Yours Sincerely
SIGNATURE & SEAL OF THE
AUTHORISED SIGNATORY OF BIDDER

ANNEXURE - XIII

FORM OF RFP DECLARATION

To:

Centre Head
NSIC Technical Services Centre,
A-1, Industrial Estate, Aligarh,
Uttar Pradesh
Pin code – 202001

I/We have read and examined the complete RFP document relating to '**RFP for Selection of Supplier for the Supply, Installation & Commissioning of DG Set (160 KVA)'.**

I/We have carefully read and understood all the terms and conditions of the RFP and hereby convey my unconditional acceptance of the same.

We hereby submit the proposal for supply of machine referred to in the aforesaid document as per the terms and conditions contained or referred therein and accordance with the specifications, designs, drawings and other relevant details at the rates contained in Price Schedule and within the supply schedule as stipulated in the RFP document.

We agree to keep our Proposal open for acceptance for 90 days from the date of opening of technical proposal.

Should this Proposal be accepted, we agree to abide by & fulfill all the terms conditions of aforesaid RFP document including all its parts and components, in full.

If our Proposal is accepted and we fail to commence the supply of machines as provided in the conditions, we agree that the RFP Inviting Authority shall without prejudice to any other right or remedy is at liberty to forfeit the performance security absolutely, terminate our selection and suspend us from being eligible for bidding in any tender of RFP Inviting Authority for 2 years.

We propose to supply only those products/machines which are not obsolete in the market and have at least 2 years residual market life from the date of expiry of warranty/Guarantee period i.e. the product shall not be declared end-of life by the OEM before this period.

The information / documents furnished along with the above Proposal are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our Proposal at any stage besides initiation of any other action under terms of this RFP and/or appropriate law.

Signature of bidder___

Duly authorized to sign the RFP

Dated ___________________ Address ____

Note: The above declaration, duly signed and sealed by the authorized signatory of the entity on its letter head, should be uploaded with Proposal.

ANNEXURE – XIV

CHECKLIST OF DOCUMENTS

(To be filled by Bidder with Technical Proposal)

It is hereby confirmed that following documents as per the requirement of RFP have been be uploaded along with Technical Proposal:

S.No.	List of Documents	Submitted (Yes/No)	Page Number(s) of Proposal
1	The Bidders shall furnish complete Technical details of machine / equipment / material for the machine offered to supply through the participation of this tender (use separate sheet to elaborate the details of technical specifications such as Measuring Range/Size, Least Count/Resolution, Accuracy, Materials used, Accessories, Tools, Spares, software, etc.). TECHNICAL SPECIFICATION SHEET – **Annexure-I**		
2	EMD document as per para 3 of ITB – For EMD BG **Annexure-II OR** Insurance Surety Bond for EMD **Annexure-III OR** Bid Securing Declaration **Annexure-IV**		
3	Valid Documentary proof justifying the exemption from submission of EMD, if applicable.		
4	Self-certified copy of valid certificate for claiming Tender Fee exemption		
5	Valid Documentary evidence in support of Bidder's Entity Structure as per para 4.1 of ITB along with Bidder's Profile as per **Annexure-V.**		
6	Valid Documentary evidence in support of Authorised Signatory of the Proposal as per para 4.2 of ITB along with Authorisation Certificate as per **Annexure-VI (if Applicable)**.		
7	Valid Document in support for Financial Criteria as per para 4.3 of ITB as per **Annexure-VII** along with audited financial statements for FY 2021-22, 2022-23, 2023-24 and 2024-25.		
8	Valid Document in support for Experience & Past Performance as per para 4.4 (d) of ITB along with List of Orders in **Annexure – VIII.**		
9	Valid Document in support for Capability - Manufacturing/ Supplying Facilities as per para 4.5 of ITB **(Valid ISO Certificate/ Valid authorised distributor or dealership certificate/ Annexure-IX/ Annexure-X /Annexure-X (A).**		
10	Valid Document in support for Compliance with Make in India Requirement as per para 4.6 of ITB - **Annexure-XI**.		
11	Valid Document in support for Undertaking for Non-Blacklisted as per para 4.7 of ITB - **Annexure-XII**		
12	Form of RFP Declaration as per **Annexure-XIII**		

13	Undertaking **Annexure – XVII**		
14	Land Border Sharing Declaration as per **Annexure-XVIII.** In case of OEM from a country sharing the land border with India, evidence of valid registration by the Competent Authority.		
15	Copy of PAN		
16	Copy of GST Registration Certificate		
17	To submit all supporting information with respect to the technical data, drawings or booklets of product. Any product brief, test certificates available may be enclosed.		
18	Technical Literature of machine(s) with particular reference to the model of machine proposed to supply against this tender along with reference of website to assess the further features.		
19	Copy of valid contract document between OEM & contract manufacturer, if applicable		
20	All pages of RFP / ATC Document duly signed and stamped by the bidder.		

Note:

1. **Complete Proposal along with legible supporting documents** to be uploaded with each page signed and stamped by the Bidder.
2. **All the pages of bid document to be uploaded including RFP document and other supporting documents, annexures etc. are to be self-attested and stamped by the authorised signatory.**
3. **In case the Bidder fails to upload any of the documents specified above and corrigendum/addendum, if any, necessary for technical qualification, the Proposal is liable to be rejected without any further reference/ notice.**

SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY OF BIDDER

ANNEXURE - XV

FORMAT FOR PERFORMANCE BANK GUARANTEE

Bank: ____________________________________

To
Centre Head
NSIC Technical Services Centre,
A-1, Industrial Estate, Aligarh,
Uttar Pradesh
Pin code – 202001

Bank Guarantee No_______________________________Dated_________Bank GuaranteeAmount_________Valid up to_________Claim Period up to_______

Dear Sir,

1. Whereas you (NSIC Technical Services Centre /the "BUYER") have issued Letter of Award No. …………………………………..Dated………………………against the RFP No_______________dated_________________________ for **Selection of Supplier for the Supply, Installation & Commissioning of DG Set (160 KVA)** and M/s_, complete address ________________ (hereinafter referred to as the "SUPPLIER") was selected for supply and delivery of such machines as defined in the said RFP/Letter of Award No._____dated _____to M/s…………………………., R/o……………………………………. (Hereafter referred to as "Supplier") and whereas the SUPPLIER has undertaken to submit a bank guarantee for 5% of total accepted Proposal value amounting to Rs. ____________ (amount of the guarantee in figures and words) to secure its obligations under the said RFP/Letter of Award in favour of the NSIC/BUYER.

2. Now, We(Banker's Name & Address) (hereinafter referred to as "the Bank") do hereby expressly, irrevocably and unconditionally undertaking to pay to an amount not exceeding Rs._________(Rupees______________________________only) without any demur, protest merely on demand from NSIC/Buyer on account of non- fulfilment of the obligations under the RFP and/or RFP Documents /duly accepted Letter of Award No._____ dated _________within the Validity Period for delivery of machines by selected supplier up to_____. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SUPPLIER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SUPPLIER, indulgence to the SUPPLIER by you or by any alterations in the obligation of the SUPPLIER or by any forbearance whether as to payment, time, performance or otherwise.

5. This guarantee shall remain in full force and effect for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty

period by selected supplier as specified in the RFP **i.e. up to __________(expiry date).**

6. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, as the case may be, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

7. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or the SUPPLIER. Or the NSIC/ buyer

8. This Bank guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing Bank through Structured Financial Messaging System (SFMS) to Bank, (address of NSIC's/Buyer's Bank) having IFSC **SBIN0003346** , Account No.**10182090059** through SFMS and authenticated by the said NSIC's/Purchaser's Bank.

9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NSIC/Buyer in writing.

10. Notwithstanding anything contained herein before our liability under this bank guarantee:

    i. Shall not exceed Rs.____________________(Rupees__________only).

    ii. This Bank Guarantee shall be valid up to_____and having claim period upto_____.

    iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee as demanded by NSIC/Buyer and only and only if NSIC/ Buyer serve upon us a written claim or demand on or before ___

    iv. Further, the amount of invocation of the Bank Guarantee shall be remitted to NSIC's/ Buyer's account no. **10182090059** with (IFSC - **SBIN0003346**) under written intimation to NSIC/Buyer (address).

Dated the__________________________day of_____________________for (indicate the name ofthe Bank)".

Date:_______________ Authorized Signatory____________________

Stamp _________________

(**Note: -** Bank Guarantees issued by only Scheduled Commercial Bank or State Bank of India will be accepted.)

ANNEXURE - XVI

FORMAT FOR PERFORMANCE GUARANTEE SURETY BOND

Performance Guarantee Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of issuing Insurance Company)

To,
Centre Head
NSIC Technical Services Centre,
A-1, Industrial Estate, Aligarh,
Uttar Pradesh
Pin code – 202001

Surety Bond No. ………………….V
Surety Bond Issue Date……………….
Surety Bond Amount: Rs……………………..
Bond Valid up to: ………………………..
Bond Claim Period …………………….

Dear Sir,

1. Whereas the NSIC Technical Services Centre (NTSC), A-1, Industrial Estate, Aligarh, Pin code – 202001 (hereafter referred to as **NSIC/ Buyer**) have issued Letter of Award No. …………………………………..Dated………………………against the RFP for Selection of Supplier for the Supply, Installation & Commissioning of **DG Set (160 KVA)** to M/s…………………………, R/o………………………………………. (Hereafter referred to as "**Supplier**") and NSIC has asked the Supplier to submit a performance security in favour of the NSIC Technical Services Centre (NTSC), A-1, Industrial Estate, Aligarh, Pin code – 202001 of Rs. …………………………(hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy (hereafter referred to as "Validity Date")

Now at the request of the Supplier, We..................... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office,……………………………………………. and Registered/Head Office ……………………………………………………………………………………… (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the NSIC/Buyers that, if in opinion of NSIC the Supplier in any way fails to observe or perform the terms and conditions of the Letter of Award/ RFP or commits any breach of its obligations thereunder, or in case of loss or damage caused to or would be caused to or suffered by NSIC/Buyers by reason of breach or renewal of the Performance Security or in case any outstanding amount due to NSIC in terms of the agreement, the Surety shall on demand and without any objection or demur pay to the NSIC/Buyers such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as NSIC/Buyers may demand without requiring NSIC to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.

3. Any such demand from the NSIC/Buyers shall be conclusive as regards the liability of Supplier to pay to NSIC/Buyers or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Supplier had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding, or legal proceeding is pending between Supplier and NSIC/Buyers regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Surety further agrees that the NSIC/Buyers shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Letter of Award/ RFP or to extend the time for the performance contained in the Letter of Award/ RFP from any of the powers exercisable by NSIC/Buyers against the Supplier and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Supplier or through any forbearance, act or omission on the part of NSIC/Buyers or any indulgence by NSIC/Buyers to Supplier or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

6. This surety bond shall be continuing surety and shall not be discharged by any change in the constitution of the Surety, or in the constitution of the Bidder or NSIC/Buyers.

7. We lastly undertake not to revoke this Surety during its currency except with the previous consent of the NSIC/Buyers in writing.

8. In case NSIC/Buyers demands for any money under this Surety Bond through written claim or demand, the same shall be paid through NEFT/RTGS to NSIC's Bank Account No. ___________ (IFSC ___________) under written intimation to NSIC.

9. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

a) Our Liability under this Surety Bond shall not exceed Rs. __________ **(Rupees:…….. Only).**

b) This Surety Bond shall be valid up to ______________(Validity date

c) Further a claim period of **3(three) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written c

Place: ……………………………

Date: ………………………….

(Signature of the Surety)
Rubber stamp of the Surety

Authorised Power of Attorney Number: ……………….
Name of the Surety officer: …………………………….

Designation: ……………………………………

Complete Postal address of Surety: ……………………
…………………………………………………………………

Telephone Numbers …………………………….

Fax numbers ………………………………

Email ID (only official Email ID) …………………………….

Name, Address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by NSIC.
…………………………………..

…………………………………….

ANNEXURE - XVII

To be submitted on the letter head of Bidder

Undertaking

I/We as bidder agree and certify that:

a. Agree to offer services for onsite comprehensive warranty on the machine(s) for one (01) years supplied through this tender.

b. Agree to offer services for comprehensive maintenance contract for the next four (04) years for the machine(s) supplied through this tender.

c. Agree to impart onsite training to the designated personnel of Buyer for 10 working days.

d. No price of any Machine/ Equipment/ Spares/ Accessories shall be given in Technical Bid.

e. All above machines shall be provided with safety features / curtains/ enclosure/ stands etc. wherever applicable.

f. We certify that all consumables, electrical and electronic parts of the product conform to national/ international standard(s).

g. We also certify that we or our OEM have not made any default in supplying the machine/ equipment to Government / Semi Government/ Central or State Public sector enterprise(s) for any reasons in the last five years

Name & Signature of the authorized bidder with stamp

Contact details of authorized person of bidder who have signed the tender.

Name: …………………………………………….………………..

Designation: ………………………………………………..

Phone (office): …………………………………………….

Phone (Mobile): ……….................................

E mail: ………………………………………………………..

ANNEXURE-XVIII

Land Border Sharing Declaration

(On Bidder's Letter Head)
(Along with supporting documents, if any)

Ref. NSIC's RFP No. NSIC (A)/RAMP/2026-27/DGSET/06 and GeM Bid No.__________

RFP Title: RFP for selection of supplier for the Supply, Installation & Commissioning of DG Set (160 KVA).

Bidder's Name: ______________

(Address and contact details)

Bidder's Reference No.________ Dated ______

Restrictions on procurement from Tenderers from a country or countries, or a class of countries as per Public Procurement Order No F.7/10/2021-PPD (1) (Public Procurement No 4) dated 23-02-2023 (as amended from time to time)

I/ We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

Penalties for false or misleading declarations:

I/ We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. I/ We understand that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this RFP document, including debarment.

(Signature with date)

(Name and designation)
Duly authorized to sign Bid for and on behalf of M/s_____________________

End of Document