

Request for Proposal
For
Selection of Bidder for Supply,
Installation & Commissioning of 62.5
kVA (50 kW) Silent Diesel Generator Set
at Tyre Retreading Plant, ASTC, Tezpur,
Assam



Assam State Transport Corporation (ASTC)

Government of Assam

ASTC, PaltanBazaar
Guwahati, Assam - 781008

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

Important Dates

#	Particular	Details
1	Publication of Bid	29 th November, 2019
2	Last date & time for Submission of Queries	9 th December, 2019 (5:00 PM)
3	Pre-Bid Conference date & time	11 th December, 2019 (11:30 AM)
4	Last date & time for Bid Submission	19 th December, 2019 (5:00 PM)
5	Date and time for opening of Technical bids	20 th December, 2019 (12 PM)

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

1. Request for Proposal

The intent of this RFP is to invite proposals from eligible, reputed and qualified Agencies/ Firms/Companies (also referred to as 'bidders') with sound technical and financial capabilities for Supply, Installation & Commissioning of 62.5 kVA (50 kW) Silent Diesel Generator Set at Tyre Retreading Plant, ASTC, Tezpur, Assam.

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the implementation partner of ASTC.

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the EMD.

2. Instruction to Bidders

2.1 General

- a) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by ASTC on the basis of this RFP.
- b) The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required will render the bid technically unacceptable.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Contract has been executed by or on behalf of ASTC. Any notification of preferred Bidder status by ASTC shall not give rise to any enforceable rights by the Bidder. ASTC may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of ASTC.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such prior communication.
- e) ASTC reserves the right to delete any item or items or to increase or decrease the quantity of any item or items from the tender schedule.
- f) ASTC reserves the right to accept or reject any or all the tenders without assigning any reason thereof and is not binded to accept the lowest rate.
- g) Any company/firm which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government organization should not participate in the tender during the period of blacklisting. Bids of blacklisted bidders would be summarily rejected. Bidders also need to submit an undertaking for the same.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

- h) The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Specifications, and Schedules of this RFP. If the Bidder has any doubts/clarifications; the Bidder shall, before the last date for submission of Pre-Bid Queries, set forth the particulars thereof and submit them to ASTC in writing in order that such doubt may be removed or clarifications are provided.
- i) ASTC reserves the right to cancel the tender process at any stage without assigning any reason thereof.
- j) Proposals must remain valid for **180 days** after the submission date.
- k) Bids shall be received by ASTC on the government e-Procurement portal, **www.assamtenders.gov.in**, before the time and date specified in the RFP. Original copy of the EMD and hard copy of Technical Proposal (except Financial Proposal) shall also be submitted to:
MD, Assam State Transport Corporation, Paltan Bazaar, Guwahati 781008.
- l) In the event of the specified date for the submission of Bids being declared a public holiday by the Government of Assam, the Bids will be received up to the appointed time on the next working day. ASTC may, at its discretion, extend this deadline for submission of offers by issuing a corrigendum and uploading the same on ASTC's website and e-Procurement portal.
- m) Bids received later than the due time and date mentioned in the RFP will not be considered for this procurement process.
- n) The Bidder should submit a Power of Attorney authorizing the signatory of the Proposal to commit the Bidder. The format prescribed for Power of Attorney is given at **Annexure-III**.
- o) Bidders must follow all terms and conditions and instructions of the RFP. If he fails to follow any of the conditions and instructions, his bid is liable for rejection.
- p) All correspondences shall have to be made in English only.

3. Compliant Bids / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - iii. Comply with all requirements as set out within this RFP.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

4. Pre-Bid Meeting & Clarifications

4.1 Pre-bid Conference

- a) ASTC will hold a pre-bid meeting with the prospective bidders on **11th December, 2019 at 11:30 AM** at Assam State Transport Corporation, Paltan Bazaar, Guwahati – 781008.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to **Managing Director, Assam State Transport Corporation, Paltan Bazaar, Guwahati 781008** by post or email **astc2009@gmail.com** on or before **9th December, 2019 upto 5 PM.**
- c) The queries should necessarily be submitted in the following format:

#	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1			
2			
3			
4			

- d) ASTC shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by ASTC will endeavor to provide timely response to all queries. However, ASTC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does ASTC undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, ASTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on **www.assamtenders.gov.in** and emailed to all participants of the pre-bid conference.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, ASTC may, at its discretion, extend the last date for the receipt of Proposals.

5. Key Requirements of the Proposal

5.1 RFP Document Fees

RFP can be downloaded from the website www.assamtenders.gov.in. Bid document fee of **INR 1,000/- (Rupees One Thousand)** is to be submitted by the bidder along with the hard copy of the technical proposal by means of Demand draft in favour of **Managing Director, Assam State Transport Corporation** and payable at **Guwahati** from any of the nationalized Scheduled commercial Bank (Refer **Annexure VIII**). Snapshot of proof of payment of bid document fee should be duly uploaded in the link provided in Assam tenders portal. **Proposals received without or with inadequate RFP Document fees shall be summarily rejected. The tender document fee is non refundable.**

5.2 Earnest Money Deposit (EMD)

Earnest Money Deposit (“EMD”) of amount **INR 50,000/- (Rupees Fifty Thousand)** is to be submitted by the bidder along with the hard copy of the proposal by means of either

- (i) Demand draft in favour of **Managing Director, Assam State Transport Corporation** and payable at **Guwahati** from any of the nationalized Scheduled commercial Bank listed out in **Annexure VIII** (should be valid for 12 months from the due date of the tender / RFP).
- or
- (ii) Bank guarantee in the format prescribed at **Annexure I**.

Snapshot of proof of payment of EMD fee should be duly uploaded in the link provided in Assam tenders portal.

- a) EMD of all unsuccessful bidders would be refunded by ASTC within 6 months of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in **Annexure II**.
- b) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- c) **The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.**

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

d) The EMD may be forfeited:

- If a bidder withdraws its Proposal during the period of Bid/Proposal validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
- If the Selected Bidder fails, within the specified time limit to furnish the Performance Bank Guarantee within the period prescribed therefore in the Contract Agreement.

6. Preparation and Submission of Proposal

6.1 Submission of Proposals

a) Bidders are required to submit the Technical Proposal online (soft copy) at **www.assamtenders.gov.in** as well as through offline (hard copy) mode. The offline documents are to be submitted in a single cover envelope. It should be duly sealed and signed. Also, a scanned copy of these original documents needs to be submitted online as part of the online bid submission.

b) The hard copy of the Technical Proposal along with original demand draft/bank guarantee of bid document fee and Earnest Money Deposit should be dispatched before the last date and time of bid submission as stated in the RFP to the following address:

**Managing Director,
Assam State Transport
Corporation, Paltan Bazaar,
Guwahati 781008
Phone: 0361-2739552**

c) Bidders should submit their responses as per the formats given in this RFP. Bids needs to be uploaded on the website **www.assamtenders.gov.in**.

d) Commercial proposal (Price Bid) shall be submitted only through online mode in the prescribed format i.e. BOQ as uploaded on www.assamtenders.gov.in.

e) The Bidder has the option of sending the bid (technical proposal only) either by registered post or speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. ASTC shall not be responsible for any delay in receipt of the bid. **It should be noted that except online Commercial proposal (Price Bid), no other envelope/ document shall contain any information/document relating to Commercial proposal (Price Bid).**

Nodal Agency shall not be responsible for premature opening of the Price Bid in case of non-compliance of above.

- f) All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory of the Bidder.
- g) The cover of the envelope should clearly indicate the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is found to be received after the time and date of Bid submission prescribed herein.
- h) The cover of the envelope should clearly indicate the name and reference number of the RFP along with the bidder's complete details as stated above.
- i) All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Bid.
- j) The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.

7. Zero Deviation

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

8. Right to No Selection and right to Withdraw the RFP

- a) ASTC may terminate the RFP process at any time and without assigning any reason. ASTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by ASTC. The bidder's participation in this process may result in ASTC selecting the bidder to engage towards execution of the contract.
- c) ASTC reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by ASTC will be full and final.

9. Deadline for Submission of Proposals

Last date and time for submission is **19th December, 2019 till 5:00 PM**. Proposals, in its complete form in all respects as specified in the RFP, must be submitted both online and offline (except Commercial proposal). Proposal shall be uploaded on ***www.assamtenders.gov.in***. as per the above mentioned date and time. Offline submission (except Commercial proposal) should be sent to the below address:

Managing Director,
Assam State Transport Corporation,
Paltan Bazaar, Guwahati 781008
Phone: 0361-2739552

10. Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) ASTC shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) ASTC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

11. Evaluation

11.1 Evaluation Process

- a) ASTC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by ASTC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

12. Tender Opening

- a) The Technical bid/ proposal will be opened at **12:00 PM** on **20th December, 2019** by the officer (s) authorized by ASTC, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- b) The Commercial bid/proposal of only the technically qualified bidders will be opened at a suitable date and time and the same will be informed to the bidders accordingly. The representatives of such bidders should remain present at the time of opening of the bids.
- c) The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bona fide for attending the opening of the proposal. The details of bona fide representatives must be sent to ASTC on letterhead of the company signed and stamped by authorized signatory.

13. Proposal Validity

The offer submitted by the Bidders should be valid for minimum period of **180** days from the date of submission of Proposal.

14. Proposal Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive, if Proposals :
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

- Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- b) All responsive Bids (technically qualified bids) will be considered for further processing as below.

ASTC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation (i.e. opening of Commercial proposals) by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

15. Performance Security/ Performance Bank Guarantee (PBG)

- a) On receipt of a Letter of Award (“LoA”) from ASTC, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to **10% of the total project cost** defined in this RFP on or before the signing of the subsequent Contract, within 15 days from notification of the LoA, unless specified to the contrary. In case the successful Bidder fails to submit Performance Guarantee within the stipulated time, ASTC may at its sole discretion cancel the LoA without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.
- b) The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- a demand draft, or a bank guarantee from any of the scheduled nationalized banks in the format prescribed at **Annexure II**.
 - be confirmed for payment by the branch of the bank giving the bank guarantee at Guwahati.
- c) The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to ASTC:
- i. If the Successful Bidder is not able to submit the requisite documents stated in the RFP to the satisfaction of ASTC.
 - ii. If the Successful Bidder is not able to commission the projects to the satisfaction of ASTC, for which allocation letter/sanction letter has been issued.
- d) The Performance Security shall be valid for **1 (One) year** from the date of commissioning of the Project.

**RFP for Supply,Installation & Commissioning of Silent DG Set at
TRP,ASTC,Tezpur,Assam**

16. Eligibility Criteria

Bidders shall comply with the below mentioned eligibility criteria.

Sl. No.	Eligibility Condition	Proof Document Required
1.	<ul style="list-style-type: none"> a) Bidder should be a single entity b) Bidder should be incorporated/registered in India under the Companies Act 1956 for at least 5 years* or LLP Act 2008 or the Partnership Act 1932 c) Bidder should be compulsorily registered with the Service Tax Authorities in India 	<p>Bidder shall provide copies of the following:</p> <ul style="list-style-type: none"> a. Certificate of Incorporation b. CGST/SGST Registration Details c. GST certificate
2.	<p>Bidder should have an annual turnover of INR 1 (One) Crore or higher in each of the last 3 financial years.</p> <p>Last 3 financial years are FY 2015-16, FY 2016-17, FY 2017-18.</p>	<p>Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate).</p>
3.	<p>Bidder should have a positive net worth in each of the last 3 financial years.</p> <p>Last 3 financial years are FY 2015-16, FY 2016-17, FY 2017-18.</p>	<p>Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate).</p> <p>Certificate from the Statutory Auditor/ CA certificate.</p>
4.	<p>Bidder should not be currently blacklisted or banned by any Govt./Govt. Department/ Govt. Agency/ PSU in India for corrupt or fraudulent practices or non- delivery or non-performance in last 5 years.</p>	<p>An undertaking duly attested by the notary should be provided.</p>
5.	<p>Bidder should have supplied, installed and commissioned at least 10 (Ten) Silent Diesel Generator Set projects with at least one project of capacity of 62.5 kVA (50 kW) in the last 3 years as on bid submission date.</p>	<ul style="list-style-type: none"> a. Copy of Work Order/ PO/ LOA. b. Project Completion certificate/ Customer satisfaction certificate for the project.

17. Successful Bidder Selection

17.1 Award of Contract

- a) Based on the price bid quoted by the bidders, ASTC shall arrange the bids in the ascending order i.e. L1, L2, L3, _ _ _ and so on (L1 being the lowest quote).
- b) The Bidder who has submitted the lowest Price bid shall be selected as the L1 and shall be called for further process leading to the award of the assignment.
- c) In case L1 Bidder refuses, then the next lowest Bidder, L2 will be called and so forth.

17.2 Notification of Award

- a) Prior to the expiration of the validity period, ASTC will notify the successful bidder in writing (LoA) thereby indicating that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, ASTC may like to request the bidders to extend the validity period of the bid. In the event of ASTC not notifying the bidders and no intimation has been sent by the bidders indicating their desire not to extend the bid validity period, bid validity shall be deemed to have been extended by additional 180 days after expiration of previous validity period.
- b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee in the prescribed format, ASTC will notify each unsuccessful bidder and return their EMD.
- c) The issuance of LoA should be considered as a legally binding document until the Contract is executed by both parties.

18. General Conditions of Contract (GCC)

18.1 Scope of Work

The broad scope of work would include supply, installation, commissioning of 1 (One) No. 62.5 kVA (50 kW) Silent Diesel Generator Set at Tyre Retreading Plant, ASTC, Tezpur, Assam. This would inter-alia include:-

- a) Supply of the complete system, including all necessary components, subcomponents, spares, consumables, tools & tackles etc.
- b) Erection and commissioning of the supplied systems at the specified site.
- c) The selected contractor shall provide two sets of operation & maintenance manual in English language for all the systems.
- d) Civil works including foundation and shed will be constructed by ASTC as per bidder's design or it shall be decided at the time of issue of work order. Required foundation should be above 1 (One) foot above the ground.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

- e) Electrical works including installation of meters, switches, control instruments and cabling. All cabling and load connections should be carried out with proper synergy with the existing electrical systems at the project site. Suitable changeover switch [2 (Two) for neutral and 1 (One) for body] should be provided. Proper earthing (GI Plate 1ft x 1ft) is also mandatory.
- f) Any additional works not covered above, but necessary for the functioning of the systems at the project site.
- g) Training to the users for operation and maintenance of the system.
- h) The selected contactor, if required, should be able to provide Comprehensive Maintenance of the Generator Set for a period determined by ASTC immediately after expiry of warranty period.
- i) The selected contractor shall visit the installation quarterly and carry out regular servicing of installed systems and submit quarterly performance reports of installed systems duly certified by the respective Divisional Engineer to the CE (A&T), ASTC, Guwahati.
- j) Response Time for Breakdown Calls: Maintenance personnel shall attend to the breakdown promptly within 24 (Twenty Four) hours of reporting the fault during the warranty period.
- k) Preventive Maintenance: In addition to attending to break down calls, there shall be regular quarterly preventive maintenance visits during the warranty period.

19. Warranty

- a) The Bidder shall warrant that the goods supplied under this Agreement are new (ISI certified), unused, of the most recent or latest technology and incorporate all recent improvements in design and materials.
- b) The Engine and the Alternator of the Diesel Generator Set installed and commissioned shall bear a warranty period of at least **2 (Two)** years from the date of commissioning. Other parts of the Diesel Generator Set should be provided with a warranty of at least **1 (One)** year from the date of commissioning.
- c) The Silent Diesel Generator Set or any part of it shall have to be replaced if any manufacturing defect is found. The replacement of defective parts must be provided by the manufacturer.
- d) If any damages of any item/items occur in transit, then that shall be replaced by the supplier at their own cost.

S/d-
Chief Engineer (A&T)
A.S.T. Corporation

20. Type and Quality of Materials And Workmanship

- a) The design, engineering, manufacture, supply, installation, testing, commissioning and performance of the equipment shall be in accordance with latest Indian Standards as detailed in the technical specifications of this RFP or its subsequent amendments.
- b) The specifications of the components should meet the technical specifications mentioned in this RFP or its subsequent amendments.
- c) Any supplies which have not been specifically mentioned in this RFP but which are necessary for the Project shall be provided by the successful bidder without any extra cost and within the time schedule for efficient and smooth commissioning of the Project.

21. Quality Assurance Certificate

The Diesel Generator set should have the latest and valid ISO certification (ISO 9001:2008 or equivalent) as per standard norms for design and manufacture of diesel generators. Valid certificate for the same must be submitted mandatorily.

22. Project Cost

- a) The project cost shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- b) The cost shall be inclusive of all duties, taxes as well as shipping and freight charges. The Project Cost quoted by the Bidder shall be complete in all respect and no price variation/adjustment shall be payable.

23. Imported Equipments

If any bidder is going to quote for imported **Silent Diesel Generator Set**, he should quote the rates in INR, and if selected or ordered; payment will be made in INR only.

24. Completion Period

- a) Supply, installation, testing and commissioning of 62.5 kVA (50 kW) DG Set at Tyre Retreading Plant, ASTC, Tezpur has to be completed within **30 (Thirty) days** from the date of issuance of Letter of Award (LOA). In case of any delay of completion of work, Liquidated Damages (LD) as shall be applicable as stated in the RFP.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

- b) In case the selected contractor fails to execute the said work or related obligations within stipulated time, the Tender Inviting Authority will be at liberty to get the work executed through an alternative agency at the complete risk and cost of the contractor.
- c) If the cost of executing the work as aforesaid exceeds the balance payments due to the selected contractor and the contractor fails to make good the 'additional cost', the Tender Inviting Authority may recover it from the contractor's pending claims against any work in ASTC in any other lawful manner.
- d) The calculation of aforesaid 'additional cost' will be finalized by the Tender Inviting Authority at its sole discretion. The selected contractor shall have no right to challenge the mode or amount relating to calculation at any forum.

25. Extension of Completion Period

The completion period mentioned in purchase/work order may be extended:

- a) If the completion of supply, installation and commissioning of **Silent Diesel Generator Set** is delayed due to reasons such as act of God, act of Public enemy, Wars, Act of Government, Fires, Floods, Quarantine, Restrictions, Strikes and Freight embargoes, the completion period may be extended.
- b) Supplier will have to give notice at the earliest to ASTC in writing in his claim for an extension of the completion period. After receipt of such notice and verifications; if necessary the completion period will be extended but without prejudice to other terms and conditions of the purchase order and RFP conditions.
- c) If supplier does not deliver the ordered material even after expiry of extended delivery period, then ASTC will be entitled to recover liquidated damages from the supplier.

26. Liquidated Damages (LD) for Delay in Project Implementation

- a) ASTC will issue the Letter of Award (LoA) for the Project indicating the Scheduled Commercial Operation Date (SCOD). The Bidder shall complete the supply, civil work, erection of suitable raised structure, testing & commissioning of the project within **1 (One) month** from the date of issue of LoA.

If the bidder fails to commission the sanctioned project within specified time, Liquidated Damages (LD) on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months the project will get cancelled and the total PBG amount would be forfeited.

Ex: If project is delayed by 30 days then the Liquidated Damages (LD) will be levied as given below.

$$\text{Liquidated Damages (LD)} = [(\text{Performance Security} / 180 \text{ days}) \times \text{delayed days}]$$

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

- b) In case of natural calamity or any reason beyond the control of the successful bidder, the work is not completed within the given timeframe; Nodal Agency may consider grant of extension after the reason submitted by the successful bidder are found to be satisfactory. Delay in receipt of any equipment necessary for execution of the project from the vendors to whom the Bidder has placed order, shall not be considered as a reason for extension.
- c) The bidder shall not be entitled to any extension of time where any delay is due to:
 - i. non-availability or shortage of equipment, labor, utility services and materials.
 - ii. the bidder not fulfilling his obligations
- d) If the bidder considers himself to be entitled to an extension of time for completion, he shall give notice to the Nodal Agency of such intention as soon as possible. The final decision for any extension of time shall rest completely on the Nodal Agency.

27. Progress Report & Project Inspection

- a) The project progress will be monitored by ASTC and will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from ASTC or any authorized agency/experts.
- b) ASTC may depute a technical person(s) for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufacturers' facilities to check the quality of products.

28. Payment Conditions

Complete Payment would be made within 60 (Sixty) days after the installation, commissioning and satisfactory testing of the Generator set and once the selected bidder has obtained the Project Completion Certificate from the respective Divisional Engineer.

29. Cancellation of Work Order

ASTC reserves the right to cancel the work order issued through LOA on the following grounds:

- a) If the selected bidder fails to complete the work within the stipulated completion period or even during the extended period granted (if needed) by ASTC.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

- b) If the supplier fails to follow the terms & conditions and instructions as mentioned in the RFP or conditions mentioned in work order.
- c) If the selected bidder is found defaulter.

30. Applicable Law & Settlement of Dispute

- a) The Contract shall be interpreted in accordance with the laws of the Union of India.
- b) The Successful Bidder/ Contractor and the Purchaser shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii. The matter will be referred for negotiation between Nodal Officer of Purchaser and the Authorized Official of the Successful Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- c) In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in **“Guwahati”** and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- d) The Successful Bidder/ Contractor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

31. Force Majeure

- a) Notwithstanding the provisions of clauses contained in this RFP document, ASTC shall not forfeit (a) Security deposit for delay and (b) termination of contract; if Successful bidder/ Contractor is unable to fulfill his obligation under this contract due to force majeure conditions.
- b) For purpose of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by ASTC and its decision shall be final and binding on the contractor and all other concerned.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

- c) In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, ASTC has the right to terminate the contract in which case, the security deposit shall be refunded to him.
- d) If a force majeure situation arises, the Contractor shall notify ASTC in writing promptly, not later than 14 days from the date such situation arises. The Contractor shall notify ASTC not later than 3 days of cessation of force majeure conditions. After examining the cases, ASTC shall decide and grant suitable additional time for the completion of the work, if required. As per the relevant law, in event of a disagreement between parties on existence of force majeure event, arbitration shall decide.

32. Other Conditions

The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of ASTC in writing.

33. Technical Specifications

The proposed project shall be commissioned as per the technical specifications given below. Any shortcomings may lead to penalty or cancellation of the Contract. Competent Authority's decision will be final and binding on the bidder.

62.5 kVA, 3 PHASE, WATER COOLED SILENT DIESEL GENERATOR SET

Manually Controlled/3 (Three) Phase AC/Water Cooled Silent Diesel Genset enclosed in a high quality Acoustic Enclosure/85 BHP/1500 RPM/Electric Start/conforming to latest CPCB norms and developing 50 kW/62.5 kVA @ 0.8 P.F./415 V/ Frequency of 50 Hz/Self Excited/Self Regulated Brushless Alternator over a sturdy, fabricated welded construction, channel base iron frame with standard Control Panel, Fuel Tank of required capacity/Company approved suitable battery/Manufacturer recommended Lube Oil with Anti Vibration Mounting Pads. At NTP conditions with a provision for 10% overload intermittently for one hour in every 12 hours operation. The DG Set should be complete with the following:

- a) ENGINE: 3 Cylinders, Low Emission, Silent, Water cooled, Direct Injection Diesel Engine, to develop 85 BHP continuously while running at 1500 RPM as per BS: 5514 under NTP conditions. The Engine is capable of taking an overload of 10% intermittently for one hour in every 12 hours of operation as per provisions of BS: 5514/ISO-8528.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

- b) Alternator: Self-regulated, Self-excited, 3 (Three) phase brushless Alternator with IP 23 enclosure, Class-H insulation capable of delivering 62.5 kVA continuously at 0.8 Power Factor i.e. 50 kW with terminal voltage of 415 Volts, 50 Hz frequency. The alternator should conform to IS 4722: 2001 or BS: 5000 (Part 99) and is capable of taking an overload of 10% intermittently for 1 hour in every 12 hours of operation.
- c) Manual Control Panel complete with the following:- DG Controller (for manual operation) for indication of Voltage, Current, Frequency, Lube Oil Pressure, Coolant Temperature, Fuel Level etc. Push Button for Engine Start/ Stop, Control Wiring.
- d) Canopy: The Engine & Alternator should be closed Coupled type & mounted on a common MS fabricated base frame and the entire assembly with control panel. Fuel tank & Battery should be housed in an Acoustic Enclosure called Canopy which conforms to latest CPCB norms & type tested by ARAI. Residential Silencer should be mounted outside the canopy. The engine and alternator preferably should be of the same make.

**S/d-
Chief Engineer (A&T)
A.S.T. Corporation**

34. Protection

The system should be provided with all necessary protections like Earthing, Lightning and Surge Protection as per standard norms.

35. Drawings & Manuals

- a) Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets giving details of the specifications along with make/makes in their bid.
- b) Approved ISI and reputed makes for equipment be used.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP,ASTC,Tezpur,Assam**

36. Technical Proposal

- a) Bidders shall mandatorily fill all the details below and upload the necessary documents as part of the online bid submission of their Technical Proposal at **www.assamtenders.gov.in.**
- b) Bidders should submit a hard copy of their Technical Proposals with the RFP name, NIT No. and date along with all the related documents stated below and mail/post them to the following address

**Managing Director,
Assam State Transport
Corporation, Paltan Bazaar,
Guwahati 781008
Phone: 0361-2739552**

Sl. No.	Category	Description	Document furnished (Yes/No)
1	Full Name & Address of the Bidder		
2	Full Name & Local Address in Assam (if any)		
3	Mobile/ Telephone No.		
4	FAX No.		
5	Email ID		
6	Documents in support of address proof		
7	Bid Document fee submission record demand draft		
8	Earnest Money Deposit demand draft		
9	GST No. with GST registration certificate		
10	PAN No.		
11	Latest GST return filed		
12	Manufacturer (OEM) certificate		
13	ARAI approval certificate		
14	CPCB approval certificate		

15	Income tax return certificate for financial year 2015-16, 2016-17, 2017-18		
16	Quality certificate to be obtained from competent authority		
17	Experience of supply to Govt./ STU /ASTC (in years)		
18	Test certificates of Silent Diesel Generator Set from appropriate authority		
19	Make/Brand of Diesel Generator Set		
20	Approx. Achievable Backup Time of their product (in Hours)		

37. Price Bid (Financial Proposal)

(To be submitted online only)

- a) Bidders are required to submit the Price Bid (Financial proposal) online only at Assam tenders portal <https://assamtenders.gov.in/nicgep/app> as per the BOQ template provided in the E-Procurement Portal.
- b) Bidders must not in any case send the hard copy of the Financial Proposal along with their Technical Proposals and if done so, their bids will be summarily rejected.**
- c) The total project cost should be inclusive of all duties, taxes as well as shipping and freight charges.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

38. Checklist for Submission of Bid Proposal

#	Enclosures to the RFP
1.	Bid Document Fee demand draft (Non Refundable)
2.	Earnest Money Deposit (EMD) demand draft or Bid Bond (Annexure-I)
3.	Power of Attorney on requisite value of stamp paper (Annexure-III)
4.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)
5.	RFP Document sealed and signed along with the corrigenda and addenda (If any)
6.	Undertaking for Corrupt & Fraudulent Practice (Annexure-IV)
7.	Declaration (Annexure-V)
8.	Experience Certificates
9.	General Information of the bidder
10.	Address proof document
11.	GST certificate along with latest GST return filed
12.	PAN card
13.	Income Tax return certificate for 2015-16, 2016-17, 2017-18
14.	Original Equipment Manufacturer (OEM) certificate
15.	ARAI approval certificate
16.	CPCB approval certificate
17.	Quality certificate of Generator set (ISO 9001:2008 or equivalent)
18.	Test certificates of Generator set

Note: a) The Bidder should upload the scanned copies of all the above mentioned original documents at www.assamtenders.gov.in as part of the online bid submission in addition to the Price Bid submission.

b) Additionally, a hard copy of the above original documents should either be sent by Registered post/Speed Post or by courier services.

39. General Information of the Bidder

1.
 - a) Name of the Company:
 - b) Country of Incorporation:
 - c) Address of the corporate headquarters and its branch office (s), if any:
 - d) Phone:
 - e) E-mail:
 - f) Website:
2. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder.
 - a) Name:
 - b) Designation:
 - c) Name of the firm:
 - d) Address:
 - e) Telephone No:
 - f) E-mail Address:
 - g) Fax No:
3. Details of individual (s) who will serve as the point of contact / communication for ASTC within the Company
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone No.:
 - e) E-mail address:
 - f) Fax No.:

(Signature of Authorized Signatory)

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution is issued.

40. Annexure I:- Format for Bid Bond/ EMD

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

Ref.:

Bank Guarantee No.:

Date:

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for selection of the Project of ASTC in response to the Contract for "**Supply, Installation and Commissioning of 62.5 kVA (50 kW) Silent Diesel Generator Set at Tyre Retreading Plant, ASTC, Tezpur, Assam**" dated.....[insert date] issued by Assam State Transport Corporation (hereinafter referred to as ASTC) and ASTC considering such response to the RFP of.....[insert the name of the Bidder] as per the terms of the RFP, the [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to ASTC at..... [Insert Name of the Place from the address of ASTC] forthwith on demand in writing from ASTC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Insert amount not less than that mentioned in section 5.2 of RFP of cumulative capacity only, on behalf of M/S (Insert name of the Bidder)].

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with this RFP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFP]. ASTC shall be entitled to invoke this Guarantee till [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that ASTC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ASTC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to ASTC.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by.....[Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require ASTC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ASTC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ASTC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by ASTC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of this RFP] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ASTC serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.....

For

..... (Insert name of bank)

Banker's Stamp and full address

Dated this day of, 20.....

41. Annexure II:- Format for Performance Bank Guarantee (PBG)

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder) submitting the response to RFP inter alia for selection of the Project for “**Supply, Installation and Commissioning of 62.5 kVA (50 kW) Silent Diesel Generator Set at Tyre Retreading Plant, ASTC, Tezpur, Assam**”, at.....[Insert name of the place] in response to the RFP dated.....issued by Assam State Transport Corporation (hereinafter referred to as ASTC) and ASTC considering such response to the RFP of.....[insert the name of the selected Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of Supply, Installation and Commissioning of 62.5 kVA (50 kW) Silent Diesel Generator Set and issuing Letter of allocation No ----- to (Insert Name of selected Bidder) as per terms of RFP and the same having been accepted by the selected bidder, M/s ----- As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally pay to ASTC without demur at Guwahati forthwith on demand in writing from ASTC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees..... [Total Value] only, on behalf of M/s [Insert name of the selected bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with this RFP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs..... (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFP]. ASTC shall be entitled to invoke this Guarantee till [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the ASTC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ASTC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to ASTC.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by-----[Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require ASTC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ASTC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ASTC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by ASTC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of this RFP] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ASTC serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.....

For

..... (Insert name of bank)

Banker's Stamp and full address

Dated this day of, 20.....

**RFP for Supply,Installation & Commissioning of Silent DG Set at
TRP,ASTC,Tezpur,Assam**

Note:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value as specified.
2. The Performance Bank Guarantee (PBG) shall be executed by any of the Scheduled Bank from the List of Banks enclosed as per Annexure-VIII.

42. Annexure III:- Power Of Attorney

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We
(Name and address of the registered office of the Bidding Company as applicable)
do hereby constitute, appoint and authorize Mr. /Ms.
(name & residential address) who is presently employed with us and holding the
position of as our true and lawful attorney, to do
in our name and on our behalf, all such acts, deeds and things necessary in
connection with or incidental to submission of our Bid for "**Supply, Installation
and Commissioning of 62.5 kVA (50 kW) Silent Diesel Generator Set at Tyre
Retreading Plant, ASTC, Tezpur, Assam**" in response to the NIT No
.....

dated issued by Assam State Transport Corporation (ASTC), Guwahati
including signing and submission of the Bid and all other documents related to
the Bid, including but not limited to undertakings, letters, certificates,
acceptances, clarifications, guarantees or any other document which ASTC may
require us to submit. The aforesaid Attorney is further authorized for making
representations to Assam State Transport Corporation, Guwahati and providing
information / responses to ASTC, Guwahati representing us in all matters before
ASTC, Guwahati and generally dealing with ASTC, Guwahati in all matters in
connection with Bid till the completion of the bidding process as per the terms of
the above mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney
pursuant to this Power of Attorney and that all acts, deeds and things done by
our aforesaid attorney shall be binding on us and shall always be deemed to have
been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such
terms under the NIT.

Signed by the within named

..... **(Insert the name of the executant
company)**

through the hand of

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP, ASTC, Tezpur, Assam**

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this **day of**

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

**Common seal of has been affixed in my/our presence
pursuant to Board of Director's Resolution dated.....**

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

43. Annexure IV:- Undertaking for Corrupt & Fraudulent Practice

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

44. Annexure V:- Declaration

(Required to be submitted by the Bidder on Original Letter Head of company)

We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

We declare that:

1. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country/ Debarred or have failed to execute any previous work of ASTC.
2. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

Name.....

Designation.....

45. Annexure VI:- Financial Turnover & Net Worth

I. Annual Turnover & Net worth of the Bidder

Year	2015 – 2016	2016 – 2017	2017 – 2018
Turnover (INR)			
Net worth (INR)			

Note:

1. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years shall be submitted as supporting evidence.
2. Applicants shall also enclose certificate from its Statutory Auditors stating its total revenue during each of the past 3 years. In case the applicant does not have a Statutory Auditor, it shall provide the requisite certificate from Chartered Accountant Firm/Chartered Accountant that ordinarily audits the annual account of the party.

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP,ASTC,Tezpur,Assam**

46. Annexure VII:- Past Experience Details

Sl. No.	Client Name	Location	Project Capacity (kVA)	Project Status (Commissioned /Under Commissioning)	Operational Commissioned since (year)	Start Date	Completion Date
1.							
2.							
3.							

We hereby declare that above information are true and providing such information details are not in violation of any of the Agreements to the best of my knowledge.

(Signature of Authorized Signatory)

Name.....

Designation.....

**RFP for Supply, Installation & Commissioning of Silent DG Set at
TRP,ASTC,Tezpur,Assam**

47. Annexure VIII: List of Banks

All scheduled Commercial banks based in India and having branch in India.

SBI and Associates	
1	State Bank of India
2	State Bank of Bikaner & Jaipur
3	State Bank of Hyderabad
4	State Bank of Indore
5	State Bank of Mysore
6	State Bank of Patiala
7	State Bank of Travancore
Nationalized Banks	
1	Allahabad Bank
2	Andhra Bank
3	Bank of India
4	Bank of Maharashtra
5	Canara Bank
6	Central Bank of India
7	Corporation Bank
8	Dena Bank
9	Indian Bank
10	Indian Overseas Bank
11	Oriental Bank of Commerce
12	Punjab National Bank
13	Punjab & Sind Bank
14	Syndicate Bank
15	Union Bank of India
16	United Bank of India
17	UCO Bank

**RFP for Supply,Installation & Commissioning of Silent DG Set at
TRP,ASTC,Tezpur,Assam**

18	Vijaya Bank
19	Bank of Baroda