Request for Proposal for Selection of Bidder for Supply, Installation & Commissioning of Tools & Equipments at Assam State Transport Corporation



Assam State Transport Corporation (ASTC) Government of Assam ASTC, PaltanBazaar Guwahati, Assam - 781008

RFP for Supply, Installation & Commissioning of Tools & Equipments at Assam State Transport Corporation

Important Dates

#	Particular	Details
1	Publication of Bid	29 th November, 2019
2	Last date & time for Submission of Queries	10 th December, 2019 (5:00 PM)
3	Pre-Bid Conference date & time	12 th December, 2019 (11:30 AM)
4	Last date and time for Bid Submission	19th December, 2019 (6:00 PM)
5	Date and time for opening of Technical bids	20 th December, 2019 (3:00 PM)

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 and Installation (as and where required) of Tools and Equipments to Assam State Transport Corporation (list of tools and equipments included in the Technical Specifications) at the locations specified in the RFP.

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 the 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 purchase (or not to) any or all of the items from the list of tools and equipments specified in the RFP based upon the requirements.
- g) 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.

RFP for Supply, Installation & Commissioning of Tools & Equipments at Assam State Transport Corporation

- h) 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.
- i) 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.
- j) ASTC reserves the right to cancel the tender process at any stage without assigning any reason thereof.
- k) Proposals must remain valid for 180 days after the submission date.
- Bids shall be received by ASTC on the government e-Procurement portal, <u>*www.assamtenders.gov.in*</u>, 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.**
- m) 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.
- n) Bids received later than the due time and date mentioned in the RFP will not be considered for this procurement process.
- o) 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**.
- p) 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.
- q) 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;

RFP for Supply, Installation & Commissioning of Tools & Equipments at Assam State Transport Corporation

- 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.

4. Pre-Bid Meeting & Clarifications

4.1 Pre-bid Conference

- a) ASTC will hold a pre-bid meeting with the prospective bidders on **12th 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 the Managing Director, Assam State Transport Corporation, Paltan Bazaar, Guwahati 781008 by post or email <u>astc2009@gmail.com</u> on or before 10th December, 2019 upto 5 PM.
- c) The queries should necessarily be submitted in the following format:

#	RFPDocumentReference(s)(Section &Page Number(s))	Content of RFPrequiring 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 the 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 <u>www.assamtenders.gov.in</u> and emailed to all participants of the pre-bid conference.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- 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 <u>www.assamtenders.gov.in</u>. Bid document fee of INR 5,000/- (Rupees Five 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)

Ernest Money Deposit ("EMD") of amount **INR 2,00,000/-** (**Rupees Two Lakh**) 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.

- 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 by authorized signatory. 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 <u>www.assamtenders.gov.in</u>.

RFP for Supply, Installation & Commissioning of Tools & Equipments at Assam State Transport Corporation

- 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.
- 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 (Both Online and Offline) is **19th December**, **2019 till 6:00 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 in this matter.
- c) ASTC shall not be responsible for any postal delay or non-receipt/ nondelivery of the documents. No further correspondence on this 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.

- 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 criterions and requirements specified in this RFP.

12. Tender Opening

a) The Technical bid/ proposal will be opened at **3:00 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 an identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal. The details of bonafide representatives must be sent to ASTC on a 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 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
 - 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 define in this RFP document. The decision of the Committee will be final in this regard.

Evaluation Criteria of Technical Bids:-

Technical bids of tenderer(s) who have qualified as per the eligibility criteria of this RFP document shall be evaluated and scored by ASTC, assessing each bidder's ability to satisfy the requirements set forth in the RFP. Broad criteria for the evaluation are as follows:

Technical Bid Evaluation:

S1. No.	Evaluation Parameter	Scoring Indicators	Marks
<u>1</u>	Manufacturer's annual overall	Greater than 400 Lakhs	20
	turnover.	40-400 Lakhs	10
	Documentary proof for at least	Less than 40 Lakhs	0
	one of the following		
	-CA certificate		
	-Audited Balance Sheets		
2	Bidder's last three year's total	Greater than100 Lakhs	20
	turnover. (2015-16, 16-17, 17-18)	80-100 Lakhs	15
	Documentary proof for at least	40-80 Lakhs	10
	one of the following	Less than 40 Lakhs	0
	-CA certificate		
	-Purchase Orders		
	-Completion certificates for		
	completed projects		
3	Experience of installing and	10 or more projects	20
	commissioning the specified tools	5 projects	15
	& equipments.	3 projects	10
	Documentary proof for at least	No Such Experience	0
	one of the following		
	-Purchase Orders		
	-Completion certificates for		
	completed projects		
4	Installation of the specified tools	10 Projects	20
	& equipments in central Govt.	5 Projects	10
	/state govt./STU in India.	3 Projects	5
	Documentary proof for at least	No project	0
	one of the following		
	-Purchase Orders		
	1		11 P a

		Total	400
11	Powerpoint presentation of specified tools & equipments.		25
10	Specifications match of the specified tools & equipments as per RFP		30
	report	Defaulter more than 6 (Six) months (In case of penalties and fines falling due, the party will be covered in more than 6 months defaulter category)	5
9	Income tax & GST clearance proof- Tax audit report u/s 44AB of IT act, 1961 and GST audit	Non defaulter Defaulter less than 6 (Six) months	15 10
		places as per RFP No after sales service	0
8	After sales service beyond warranty period	After sales service at Guwahati After sales service at probable	30 20
7	ISO 9001:2008 certification or equivalent, NABL, BIS certificate (as applicable)	Valid ISO 9001:2008 certification or equivalent, NABL, BIS certificate (as applicable)	10
6	Warranty Period	2 years or above Between 1 & 2 years	10 5
		Service dealer only outside NE India	0
		Service dealer outside Assam, but within NE India	5
		Service dealer in the probable places of Assam as listed in the RFP	30
5	Availability of local service dealers in Assam.	Service dealer in Guwahati	50
110.	-Completed Projects or self-signed certificates for on-going projects		
S1. No.	Evaluation Parameter	Scoring Indicators	Marks

If desired, the technical evaluation committee (TEC) may inspect their product and factory for this purpose. In case sufficient documentary evidence for criteria mentioned above is not provided, TEC will provide zero marks. All the documentary evidence for scoring criteria should be part of technical proposal.

Criteria for Selection of Bidder:-

- 1. Stage 1: All bids shall be evaluated as per the eligibility criteria defined in this RFP. Only the bidders who comply as per the eligibility criteria will be considered as eligible to move to stage 2.
- 2. Stage 2: All eligible bidders shall be scored as per technical scoring criteria defined in the tender above. Only the bidders who score more than or equal to **320 marks** will be considered as technically qualified and shall move to Stage 3.
- 3. Stage 3: Commercial proposals of technical qualified bidders shall be evaluated for lowest commercial bid (L1).
- 4. L1 bidder may be awarded the work under this tender.

15. Performance Security/ Performance Bank Guarantee (PBG)

- a) On receipt of 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.

16. Eligibility Criteria

Bidders shall comply with the below mentioned eligibility criteria.

S1. No.	Eligibility Condition	Proof Document Required
1.	 a) Bidder should be a single entity (No consortium bids are permitted). 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. 	Bidder shall provide copies of the following: a. Certificate of Incorporation b. CGST/SGST Registration Details c. GST certificate
	Bidder shall be an Original Equipment Manufacturer(OEM)/authorized distributor/authorized dealer of an OEM having at least 5 years experience in supply, installation and commissioning of the concerned tools & equipments that he is willing to bid for.	LOA.
3.	Average annual turnover of the manufacturer during the last three financial year's i.e. 2015- 16, 2016-17 & 2017-2018 shall not be less than Rs 400.00 lakhs. Last 3 financial years are FY 2015-16, FY 2016- 17, FY 2017-18.	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).
4.	In case the bidder is an authorized dealer of the manufacturer, the bidder's average annual turnover during the last three financial years i.e. 2015-16, 2016-17 & 2017-18 shall not be less than Rs. 40.00 lakhs per year.	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).
5.	Bidder should have a positive net worth in each of the last 3 financial years. Last 3 financial years are FY 2015-16, FY 2016-17, FY 2017-18.	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). Certificate from the Statutory Auditor/ CA certificate.

6	Manufacturer of the equipment should have ISO .9001:2008 certifications or equivalent, BIS, NABL certification (as applicable) for design, manufacture and marketing of the relevant tools & equipments	Relevant ISO or equivalent certificates need to be attached.
7.	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.	An undertaking duly attested by the notary should be provided.
8	Bidder should have supplied, installed and	 b. Copy of Work Order/ PO/ LOA. c. 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 the parties.

18. General Conditions of Contract (GCC)

18.1 Scope of Work

The broad scope of work would include supply, installation, commissioning of the specified Tools & Equipments at various locations decided by ASTC across 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 with each of the equipment supplied under this project.

d) All civil works will be constructed by ASTC as per bidder's requirement or shall be decided at the time of issue of work order.

e) Any additional works not covered above, but necessary for the functioning of the systems at the project site will be the bidder's responsibility.

f) Training to the users for operation and maintenance of the systems.

g) The Tools & Equipments installed and commissioned shall be warranteed for satisfactory performance for a period of **2 years** (**desirable**) from the date of commissioning.

h) The selected contactor, if decided by ASTC later, shall be responsible for Comprehensive Maintenance Contract (CMC) of the Tools & Equipments for a period 3 years immediately after expiry of warranty period.

i) The selected contractor shall visit the installations quarterly and carry out regular servicing of installed systems and submit quarterly performance reports of installed systems to the CE (A&T), ASTC, Guwahati. The Contractor shall also submit annual performance reports of installed systems duly certified by the Chief Engineer (A&T) to the Managing Director, ASTC, Guwahati.

j) Response Time for Breakdown Calls: Maintenance personnel shall attend to the breakdown promptly within **48 hrs** of reporting the fault during the warranty period and CMC period.

k) Preventive Maintenance: In addition to attending to breakdown calls, there shall be regular quarterly preventive maintenance visits during the warranty period and CMC period.

19. Warranty

- a) The Bidder shall warrant that the goods supplied under this Agreement are new (ISI certified or equivalent), unused, of the most recent or latest technology and incorporate all recent improvements in design and materials.
- b) The Tools & Equipments installed and commissioned shall bear a warranty period of at least **2 (Two)** years **(desirable)** from the date of commissioning.
- c) The Tools & equipments 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 the 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 listed Tools & Equipments should have the latest and valid ISO certification (ISO 9001:2008 or equivalent, NABL, BIS as applicable) as per standard norms for design and manufacture of such equipments. 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.

RFP for Supply, Installation & Commissioning of Tools & Equipments at Assam State Transport Corporation

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 acceptable.

23. Imported Equipments

If any bidder is going to quote for imported Tools & Equipments, 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 Tools & Equipments at ASTC has to be completed within **60** (**Sixty**) **days** from the date of order. In case of any delay of completion of work, Liquidated Damages (LD) as shall be applicable as stated in the RFP.
- 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.

24.1 Extension of Completion period:

The completion period mentioned in the supply order may be extended:

- a) If the completion of supply, installation & commissioning of the specified Tools & Equipments 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 as soon as possible to ASTC in writing in his claim for an extension of the delivery 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 supply order and RFP conditions. The final decision for any extension of time shall rest completely on the Nodal Agency.

RFP for Supply, Installation & Commissioning of Tools & Equipments at Assam State Transport Corporation

c) If supplier does not complete the work even after expiry of extended completion period, then ASTC will be entitled to recover liquidated damages from the supplier.

25. 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, testing & commissioning (if any) of the project within **2 (Two) month**s 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.

Liquidated Damages (LD) = [(Performance Security/180 days) x delayed days]

- 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/s submitted by the successful bidder is/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.

26. 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, to oversee the implementation as per the required standards and also to visit the manufacturers' facilities to check the quality of products.

27. Payment Conditions

Complete Payment would be made within **60 (Thirty) days** after the supply, installation and commissioning and satisfactory testing of the specified tools & equipments and once the selected bidder has obtained the Project Completion Certificate from the Nodal Officer of ASTC.

28. 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 supply/work within the stipulated completion period or even during the extended period granted (if needed) by ASTC.
- 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.

29. 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.

RFP for Supply, Installation & Commissioning of Tools & Equipments at Assam State Transport Corporation

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.

30. 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.
- 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 the event of a disagreement between parties on existence of force majeure event, arbitration shall decide.

31. Other Conditions

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

32. Technical Specifications

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

1. Hydraulic Trolley Jack (10 Ton and 20 Ton)

The equipment should be designed to have the following features:

- Heavy duty hydraulic trolley jacks with easy maneuverability and positioning of jack
- Welded base and cylinders to eliminate leaks and provide good strength
- Ideally Chromed pump piston and ram be provided for added rust resistance

Technical Data				
Capacity	10 Ton/20 Ton	Tolerance (+/- 10%)		
Min. Height	190 mm			
Max. Height	650 mm			
Length	1450/1750 mm			

2. Hydro Pneumatic Jack (25 Ton)

Technical Data				
Min. Height (mm)	195	Tolerance (+/- 10%)		
1st Step Tonnage &	105			
Hoisting Height (mm)				
2nd Step Tonnage &	205			
Hoisting Height (mm)				
Extension Rod (mm)	1500			
Total Height (mm)	507			
Air Pressure (Bar)	6-10			

3. Hydraulic Gear Box Trolley Lifter (1 Ton)

The equipment should be designed to have the following features:

Technical Data				
Lifting Capacity	1.0 Ton	Tolerance (+/- 10%)		
Lifting Height	Max. 760 mm			
Lowest Height	Max. 230 mm			

4. Pneumatic Grease Gun (50 kg)

The equipment should be designed to have the following features:

- Should be portable and reciprocating type
- Wire braided high pressure hose
- High pressure greasing pump
- Should be able to dispense grease at optimum pressure
- Delivery hoses must be sturdy and possess long life

Technical Data		
Output (at 8.5 kg/cm ² air	300 to 400 gm/min	Tolerance (+/- 10%)
pressure)		
Blocked pressure (at 8.5 kg/cm ²	425 kg/cm ²	
air pressure)		
Drum Capacity	50 kg	
Standard hose length	2 metre length high	
_	pressure hose with	
	gun and follower plate	

5. Wet & Dry Vacuum Cleaner (30 litre)

- Should ensure quick cleaning and be capable of tackling liquid spills as well as dry dirt and dust
- Should have durable flexi-hose
- PET washable cartridge filter for reuse
- Fiber pre-filter
- Combo floor nozzle

- Robust stainless steel construction
- Filter cleaning system
- Collection bag
- HD stainless steel tank
- Trolley with wheels and steel wands
- Steel elbow with air flow adjuster
- Round brush with horse hair
- Large drain
- Crevice tool
- Polyurethane adaptor
- Long power cable (approx. 10 metre)

Technical Data				
Voltage	220-240 V	Tolerance (+/- 10%)		
Frequency (Hz)	50-60 Hz			
Motor output power	1300 W			
Water Lift (mm H ₂ O)	2540 mm			
Tank Capacity	30 litre HD stainless			
	steel tank			
EVA hose	3 metre			
Cord	10 metre			

6. Vehicle Washer for Heavy Commercial Vehicles

- Robust high pressure washer with Delivery Hose and Trigger Gun
- Twin piston reciprocating pump

Technical Data		
Water output	750 litres/hr	Tolerance (+/- 10%)
Motor rating	3 kW	
Operating pressure	110 bar	
Spray lance length	500 mm	
High pressure hose length	10 metre	
Spray nozzle	25 degree	

7. Digital Battery Charger for Trucks/Buses/Trailers

The equipment should be designed to have the following features:

- Should be able to charge 6 nos. of 12 V Lead Acid Battery simultaneously
- Heavy duty selector switches for current and voltage selection
- Heavy duty ON/OFF switch with indicator portable type table top model

Safeties:

- Reverse polarity protection
- Over current protection
- Electronic fuse (resettable)

Technical Data		
Input Voltage	220 V	Tolerance (+/- 10%)
Simultaneous battery charge	6 nos.	
Power cable length	1 metre (approx.)	
Charge current at 12V	15-22.5 A	
(arithm/eff)		
Charge current at 24V	10-15 A	
(arithm/eff)		

8. Spray Paint Gun (550 ml)

- Separate and adjustable fluid
- Fan pattern and air controls for precise application

Technical Data		
Operating Pressure	40-60 psi	Tolerance (+/- 10%)
Paint capacity	550 ml	
Nozzle size	1.4 mm	
Feed	Gravity	
Gun distance	9 inch	
Air consumption	225-300 litre/min	
Material output	325 litre/min	

9. Arc Welding Machine (300 A, 3 Phase)

- Three phase PWM organized inverter based portable arc dc welder machine
- Compatible with all electrode types and covering a vast range of welding exercisse in all welding positions
- Self-regulating compensation for mains voltage fluctuations within ±20%
- Lightweight and compact design for maximum shop floor flexibility
- High ambient temperature resistance up to 50°C
- IP 23S rating designed & approved for outdoor application
- Armed with Voltage Reduction Device (VRD) system for protection
- Flexible hot-start and arc force designed for precise weld
- Safe to use in damp or humid welding atmosphere due to cut down Open Circuit Voltage
- Generator compatible
- Forced air cooling type

Technical Data		
Input Voltage (V)	AC 415 (+/- 15%)	Tolerance (+/- 10%)
Phase	3	
Frequency (Hz)	50-60	
Max. input (kVA) @ 100% duty	9.8	
cycle		
Open circuit voltage (V)	65	
Welding current range (A)	10-300	
Rated input current (A)	19.5	
Welding current @ 60% duty	300	
cycle (A)		
Welding current @ 100% duty	240	
cycle (A)		
Power factor	0.94	
Degree of protection	Class IP23S	
Insulation	Class H	

10. Hand Drilling Machine (13 mm, 500 W Impact Drill)

The equipment should be designed to have the following features:

- Robust and powerful 500 W motor
- Should be quite compact for working in tight spaces and overhead
- Should be of low weight (around 1.5 kg) for fatigue-free working
- Forward/reverse rotation
- Electronic control for exact pilot drilling
- Rotating brush plate for constant power in reverse and forward rotation
- Higher dynamic load rated ball bearing for long life
- Ergonomic handle for comfortable use

Technical Data		
Rated input power	450 W	Tolerance (+/- 10%)
No load speed	0 rpm	
Power output	250 W	
Impact rate at no load speed	0 bpm	
Drill spindle connecting thread	3/8"-24 UNF	
Chuck capacity (min./max.)	1.5-10 mm	
Tool dimension (width)	69 mm	
Tool dimension (length)	262 mm	
Tool dimension (height)	180 mm	
Drilling diameter in concrete	10 mm	
Drilling diameter in wood	20 mm	
Drilling diameter in steel	8 mm	
Voltage	220-230 V	
Impact rate	0-47000 bpm	
Frequency	50-60 Hz	
Power consumption	500 W	

(N.B.:- 1 (One) set of all standard drill bit size should be supplied per machine)

11. Heavy Duty Truck/Bus/Trailer Tyre Changer

The equipment should be designed to have the following features:

• Should be suitable for removing tyres of buses, trucks, tractors and trailers

Technical Data		
Applicable rim	10"-26"	Tolerance (+/- 10%)
Max. wheel diameter	1600 mm	
Max. wheel width	800 mm	
Max. wheel weight	1270 kg	
Hydraulic pump power	1.5 kW	
Working pressure	130 bar	
Motor power	1.5 kW	
Power supply	220 V/380 V	
Noise	< 70 dB	

(NB: The motors shall have to be provided with appropriate starters, relays and phase protectors etc.)

12. Automatic Nitrogen Tyre Inflation Machine

The equipment should be designed to have the following features:

- Display mode: Fixed LCD/LED digital display
- Charging facility: 2 (Two) tyres simultaneously preferable
- Both air and nitrogen inflation facility desirable

Technical Data		
Supply voltage (AC)	220 V, 50 Hz, Single	Tolerance $(+/-10\%)$
	phase	
Power	50 W	
Accuracy	(+/-) 1%	
Input air pressure requirement	200-225 psi	
Output pressure	230 psi	
Operating temperature	5-70 degree Celsius	
Nitrogen output	160 litres/min	
Nitrogen purity	95-99.5 %	
External Nitrogen storage tank	300 litres	
High pressure air charge hose	20 metre	
Noise	< 70 dB	

13. Air Compressor (10 HP, 500 litres)

The equipment should be designed to have the following features:

• The equipment should be double stage three cylinder reciprocating type of compressor

Technical Data		
Input power supply	415 V (AC), 50 Hz,	Tolerance (+/- 10%)
	3 phase	
Horse power	10 HP	
No. of cylinders	3	
No. of stages	2	
Tank Capacity	500 litres	
Displacement (FAD)	50 m ³ /hr (approx.)	
Working pressure	15 kg/cm ²	

14. Heavy Duty Truck/Bus/Trailer Wheel Balancer

The equipment should be designed to have the following features:

- Suitable for use for heavy duty tyres of trucks, buses and trailers
- Be able to balance different size of wheels through mode select button
- Pneumatic lift to make wheel balancing quite easy
- Automatic pneumatic brake resulting in less noise
- Reinforced shaft structure to ensure stable measurement
- Quick balancing time

Technical Data		
Power supply	380-415 V, 3 phase	Tolerance (+/- 10%)
Power	0.75 kW	
Working air pressure	0.3-0.6 MPa	
Rim width	3/20"	
Rim diameter	12/24"	
Max. wheel diameter	1200 mm	
Balancing speed	210 rpm	
Balancing precision (small	(+/-) 1 gm	
vehicle)		
Balancing precision (large	(+/-) 25 gm	
vehicle)		

15. CCD Heavy Vehicle Aligner for Trucks/Buses/Trailers

- Windows based operating system
- Multi language support
- Interactive voice system
- Easy to understand 3-D animation
- Electronic level display
- Easy toe
- Should have multiple measurement units (eg. degree, mm etc.)

Technical Data		
Sensors	Gravity & PSD sensors	Tolerance (+/- 10%)
Measurement	8 sensor type	
Rim size support	12"-24"	
Power supply	220 V (AC), Single	
	phase	
Communication	Wireless (Bluetooth)	
Battery back up	6 hours operation after	
	charge (approx.)	
Toe measurement resolution	0.1 mm	
Camber measurement resolution	0.01 degree	
Caster measurement resolution	0.01 degree	

Measurement Range & Accuracy

	Measurement Accuracy	Range
Toe angle	(+/-) 0.03 degree	(+/-) 6 degree
Single toe angle	(+/-) 0.01 degree	(+/-) 3 degree
Camber angle	(+/-) 0.02 degree	(+/-) 15 degree
Thrust angle set back	(+/-) 0.02 degree	(+/-) 3 degree
Kingpin caster angle	(+/-) 0.05 degree	(+/-) 30 degree
Kingpin inclination angle	(+/-) 0.05 degree	(+/-) 30 degree
Caster angle	(+/-) 0.01 degree	(+/-) 30 degree

16. 1" Pneumatic Drive Impact Wrench

- High performance motor to maximize output torque
- durable and powerful pin-less clutch mechanism
- Side mounted handle for better operator control
- Ergonomic housing design with steel protector ring
- Both forward and reverse speed operation

Technical Data		
Air inlet thread size	1/2" - 14 NPT	Tolerance (+/- 10%)
Air consumption	305 litre/min (approx.)	
Drive size	1"	
Anvil type	Friction ring with	
	through hole	
Extended anvil length	6"	
Free speed	5000 rpm	
Max. torque	2700 N-m (approx.)	
Length	345 mm	
Hose size	1/2"	
Vibration level	12 m/s^2	

Sound level	110 dB	
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- Note:- Each machine should be accompanied by 1 (One) set of the following set of impact socket sizes:
 - 24 mm
 - 27 mm
 - 28 mm
 - 30 mm
 - 32 mm
 - 33 mm

17. Spinning Laser type Heavy Vehicle Aligner for Trucks/Buses/Trailers

- Suitable for alignment of trucks, buses and trailers
- Vehicle configuration select mode
- User data management system:- Tyre manager
- Communication to display:- Bluetooth
- Suitable for outdoor operation (with optional scale)
- Suitable for mobile operation (with optional scale)

Technical Data		
Rim diameter	15"-24"	Tolerance (+/- 10%)
Power supply	230 V, single phase	
Type of clamping	Self centering clamp	
Camber	a. Range -5 to +10 degree	
	b. Accuracy (+/-) 3 min	
Caster	(+/-) 20 degree	
Тое	a. Range (+/- 25) degree	
	b. Accuracy (+/-) 0.25 mm/m^2	
Setback	Yes	
Max. turn	60 degree	
Thrust angle/scrub	Yes	
angle		
SAI	(+/-) 20 degree	
Parallelism	Yes	
Track difference	Yes	
No. of axle adjustment	Reading in single roll out	
No. of sensor head	2	
Leveling sensor	Yes	
Caster swing	Yes	
Caster swing- twin	Yes	
steering		

Battery recharge time &	24 hours
back up time	
Handle no. of axel	5 axels
No. of sensors	2 laser head
No. of clamps	10
Turn plates	2
Cabinet	1
PC	1
Printer	Optional
Brake pedal lock	1
Steering lock	1
Remote	Inbuilt in head

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

33. Protection

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

34. Drawings & Manuals

- a) Two sets of engineering, electrical drawings, 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 (or equivalent) and reputed makes for equipment be used.

35. 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 Proposasl at **www.assamtenders.gov.in.**

b) Bidders should submit a hard copy of their Technical Proposals with RFP Title, 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

RFP for Supply, Installation & Commissioning of Tools & Equipments at Assam State Transport Corporation

S1. 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	Income tax return certificate for financial year 2015-16, 2016-17, 2017-18		
14	Quality assurance certificate of Tools & Equipments (ISO or equivalent/NABL/BIS) to be obtained from competent authority		
15	Experience of supply to Govt./ STU /ASTC (in years)		
16	Test certificates of Tools & Equipments from appropriate authority		
17	Audited financial statements or CA certificate on the CA firm's letter head signed by the CA along with his/her registration number. The CA certificate should also be countersigned by the authorized applicant.		
18	Details of area/local service dealers in all the major cities/towns of		

	Assam should be provided	
19	After sales service provided (Yes/No)	
20	AMC offered (Yes/No)	

36. 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 <u>https://assamtenders.gov.in/nicgep/app</u> 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 (F.O.R.). The rate should be quoted as Freight on Road (F.O.R) Destination as specified in the RFP. It will be the responsibility of selected bidder to supply and install the required equipment at the site as per ASTC requirement at no extra cost beyond the financial quote enclosed in the commercial bid. ASTC official/s shall issue a go-live certificate after successful commissioning of the equipment. Payment for equipment shall be released only after successful commissioning.
- d. The items shall need to delivered and installed at any part of Assam and the same will be decided by the management as per need at the time of giving of supply/work order. The list of probable places where the items are to be installed are:
 - Central Workshop, ASTC, Rupnagar, Guwahati
 - ISBT, Betkuchi, Guwahati
 - Divisional Workshop, ASTC, Tezpur
 - Divisional Workshop, ASTC, Jorhat
 - Divisional Workshop, ASTC, Sivasagar
 - Divisional Workshop, ASTC, Silchar
 - Maintenance Centre, ASTC, Tinsukia
 - Maintenance Centre, ASTC, Nagaon
 - Maintenance Centre, ASTC, Dhubri
 - Maintenance Centre, ASTC, North Lakhimpur
- e. ASTC reserves the right to purchase (or not to) any or all the items listed in the tender schedule. The quantity/requirement of the items as specified in the RFP may be 0, 1, 2 or more and shall will be decided by the management as per need at the time of giving of supply/work order. No query in this regard shall be entertained.
- f. Bidders need to quote for unit quantity of all the tools & equipments in the BOQ.

RFP for Supply, Installation & Commissioning of Tools & Equipments at Assam State

37. Checklist for Submission of Bid Proposal

#	Enclosures to the RFP	
1.	Bid Document Fee (Non Refundable)	
2.	Bid Bond/ Security/Earnest Money Deposit (EMD) (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.	Documentary evidence of Constitution of the Company/Firm. All documents proving eligibility. All documents for technical scoring	
16.	CA certificate	
17.	Quality certificate (ISO 9001:2008 or equivalent, NABL, BIS etc.)	
18.	Test certificates from competent authority	
19.	Technical data sheet of all tools & equipments	
20.	Manufacturer's authorization certificate (if applicable)	
21.	Copy of Manufacturing /Trade License issued by the competent Licensing Authority for the quoted products	

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.

RFP for Supply, Installation & Commissioning of Tools & Equipments at Assam State

38. 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.

39. 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 Tools & Equipments at Assam State Transport Corporation**" dated[insert date] issued by Assam State Transport Corporation (hereinafter referred to as

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.

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 Tools & Equipments at Assam State Transport Corporation

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.

Signature Name Power of Attorney No..... For (Insert name of bank) Banker's Stamp and full address Dated this day of, 20....

40. 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.)

[Insert name of the Bidder] (hereinafter referred to as In consideration of the selected Bidder) submitting the response to RFP inter alia for selection of the Project for "Supply, Installation and Commissioning of Tools & Equipments 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 executers, administrators, successors and assignees) and selecting the Project of **Supply**, Installation and Commissioning of Tools & Equipments at Assam State **Transport Corporation** 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 linsert 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 Tools & Equipments at Assam State Transport Corporation

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.....

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**.

41. Annexure III:- Power Of Attorney

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

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

datedissued 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

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

42. 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

43. 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.....

44. Annexure VI:- Financial Turnover & Net Worth

I. Annual Turnover & Net worth of the Bidder	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 Tools & Equipments at Assam State Transport Corporation

45. Annexure VII:- Past Experience Details

S1. No.	Client Name	Location	Project Details	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.....

46. Annexure VIII: List of Banks

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

2 St. 3 St. 4 St. 5 St. 6 St. 7 St.	tate Bank of India tate Bank of Bikaner & Jaipur tate Bank of Hyderabad tate Bank of Indore tate Bank of Mysore tate Bank of Patiala tate Bank of Patiala tate Bank of Travancore Nationalized Banks Ilahabad Bank ndhra Bank
3 St 4 St 5 St 6 St 7 St	tate Bank of Hyderabad tate Bank of Indore tate Bank of Mysore tate Bank of Patiala tate Bank of Travancore Nationalized Banks Ilahabad Bank
4 St. 5 St. 6 St. 7 St.	tate Bank of Indore tate Bank of Mysore tate Bank of Patiala tate Bank of Travancore Nationalized Banks Ilahabad Bank
5 St. 6 St. 7 St.	tate Bank of Mysore tate Bank of Patiala tate Bank of Travancore Nationalized Banks Ilahabad Bank
6 St. 7 St	tate Bank of Patiala tate Bank of Travancore Nationalized Banks Ilahabad Bank
7 St.	tate Bank of Travancore Nationalized Banks Ilahabad Bank
	Nationalized Banks llahabad Bank
1 A1	llahabad Bank
1 All	
	ndhra Bank
2 Ar	
3 Ba	ank of India
4 Ba	ank of Maharashtra
5 Ca	anara Bank
6 Ce	entral Bank of India
7 Co	orporation Bank
8 De	ena Bank
9 In	ndian Bank
10 In	ndian Overseas Bank
11 Or	Priental Bank of Commerce
12 Pu	unjab National Bank
13 Pu	unjab & Sind Bank
14 Sy	yndicate Bank
15 Ur	nion Bank of India
16 Ur	nited Bank of India
17 UC	ICO Bank
18 Vi	ijaya Bank
19 Ba	ank of Baroda