

ASSAM GAS COMPANY LTD
P.O. Duliajan Dist: Dibrugarh
Assam 786 602
Phone: 0374-2800452, Fax-2800557

Ref No. MTL/PUR/CIVIL/Paver Block/2020-21/2

Date: 30/10/2020

e-TENDER DOCUMENT

Scope of Bid:

AGCL invites e-tenders from the reputed and technically competent Manufacturer /Authorized Dealer/ Channel Partners of reputed manufacturers for supply of **Paver Block** as per item description, quantity, & technical specifications given at **Annexure - I**

E- TENDER with **180 (One Hundred Eighty)** days validity from the scheduled date of technical bid opening under single stage two bid system must be submitted on or before 02/12/2020 at 2:00 PM and Technical Bids will be opened at 2:30 PM. (IST) on the same day. The Priced Bids shall be opened only for short listed Tenderers at a later date after evaluation of Technical Bids.

Earnest Money Deposit (EMD) & Tender processing fees of Rs. 44000.00 (Forty For Thousand)only. Rs. 500.00 (Rupees Five Hundred)only respectively as applicable as per **NIT Clause No.10**. Hard copy shall be submitted following address within 7(Seven) days of online submission of bid.

**Dy. General Manager (Materials)
Assam Gas Company Limited
Dist. Dibrugarh, Duliajan
Pin- 786602 (Assam)**

The Company reserves the right to accept or reject any or all the offers without assigning any reason thereof. **Tender submitted without the required documents, Tender fee & Earnest Money, will be rejected outright.**

CONDITIONS OF CONTRACT:

1.1 Contractual Obligation : All Tenderers who submit a Tender in response to this tender shall understand, acknowledge and agree that AGCL is not obligated thereby to enter into an agreement or contract with any Tenderer and, further, has absolutely no financial obligation to any Tenderer.

1.2 Contract Acceptance: A Tender submitted in response to this notice shall be considered a binding offer. Acknowledgement of this condition shall be indicated by signature of an officer of the Tenderer legally authorized to execute contractual obligations and shall be conveyed by submitting a signed Form of Tender as per the enclosed format.

2.0 BIDDER QUALIFYING CRITERIA

2. A. TECHNICAL BQC:

NO	TECHNICAL CRITERIA	DOCUMENTARY EVIDENCE TO BE SUBMITTED

i.	The bidder shall be an Authorized Dealer/ Channel Partner of Manufacturer dealing with supply of Paver Block ,Size: (225 x 112.5 x 80) mm of the Brand for which offer is submitted. The bidder shall be a manufacturer for Paver Block dealing with supply of Paver Block of the brand for which offer is submitted.	a. Certificate of dealership/ Channel Partner from the manufacturer or Authorized Area Representative. b. Manufacturing license in case of manufacturer.
ii.	i) The manufacturer's provide Laboratory Certificate from National Testing House, Guwahati or any Govt Engg Colleges / Polytechnique	Bidder shall furnish a copy of valid certificate to qualify the criteria. This criteria shall be applicable to both manufacturer as well as authorized reseller/ dealer etc.
ii.	The bidder must have successfully supplied similar Paver Block of Size: (2235 x 112.5 x 80) mm, compressive Strength-35 N/sq mm for Road construction related entity in India /Assam during last three years and the period shall be reckoned from the scheduled date of bid opening. The value of work (s) should be either of the following A. Three similar completed PO each of quantity not less than equal to 40% of the tender quantity. B. Two similar completed PO each of quantity not less than equal to 50% of the tender quantity. C. One similar completed PO each of quantity not less than equal to 80% of the tender quantity.	Bidder shall submit copy of Purchase Order along with inspection & dispatch documents, supply completion certificates from end users to qualify these criteria. In case bidder is an Authorized Dealer/ Channel Partner experience of manufacturer may also be acceptable.
iv.	Bidder shall confirm submission of all required certificate/ documents as mentioned in Annexure-I, ,	

2. B. FINANCIAL BQC:

vii.	Bidders must have average annual turnover of Rs. 50,00000.00(fifty lakh) or above as per their audited financial results for last three years.	1.Certificate of annual turnover duly certified by a firm of practicing Chartered Accountant
viii.	Net worth of the bidder should be positive.	1.Certified copy of net worth duly certified by a firm of practicing Chartered Accountant 2.Bank solvency certificate from any Nationalized Bank in India or international Bank having Branches in India.

3.0 REJECTION CRITERIA

Bidders must furnish self attested relevant documents/information in support of their credentials to the BQC along with offer, failing which their offer shall be summarily rejected. The provision of following clauses of the Bid document must be adhered to failing which the bid shall be considered as non-responsive and shall be rejected outright.

i) Tender fee

ii) Bid Security (EMD)

iii) Bid with validity period less than 180 days will be rejected.

Bid should be complete in all aspects covering entire scope of supply and installation and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.

4.0 Award criteria:

Based on BQC & other terms and condition of the Bid document, the Purchase Order shall be placed on successful bidder whose bid is determined to be substantially responsive and is determined to be the lowest evaluated bid.

Price Bid of only technically qualified bidder shall be opened. The lowest bidder, L₁ shall be identified on the basis of item wise lowest unit rate for the items inclusive of all taxes & other charges if any.

In case of more than one technically qualified bidders the order may be split between L₁ & L₂ bidders in the ratio of 60:40 subject to the condition that L₂ bidder accepts the rate of L₁ bidder rate.

5.0 COMPLETION TIME:

The supply of the ordered materials shall be completed within 01 (one) months from the date of receipt of Purchase Order by Fax/ Email etc.

The company reserves the right to procure additional 25% quantity at the L₁ rate on completion of present supply.

6.0 TENDER PREPARATION

6.1 A statement that Bidder agrees to be bound by all contract terms and conditions stated in this Tender and including any amendment thereto.

6.2.Pricing Information shall NOT be included in the technical part of the Tender. Tenderers shall ensure that no pricing information of any type is shown in their technical Tender. The inclusion of pricing information in any place other than the Price Bid will result in rejection of the Tender.

6.3. All pages of the Tender must be numbered and signed by the tenderer or his authorized signatory.

6.4. The prices quoted shall be firm.

6.5. The prices and amounts entered in the schedule of prices shall represent the Tenderer's offer generally in accordance with the requirement. If there is a discrepancy in the amounts entered in figures and in words, the amount in words shall prevail.

6.6. At any time prior to the deadline for submission of tenders, AGCL for any reason, whether at its own initiative or in response to a clarification required by a prospective tenderer, may modify the tender document by issuance of amendment. Such amendments shall be part of the tender documents pursuant to relevant Clause and shall be notified in AGCL website www.assamgas.org & and e-tendering website assamtenders.gov.in only. The same will be binding on tenderers. AGCL may, at its discretion, extend the deadline for submission of tender.

6.7. The bidder should indicate at the time of quoting against this tender their full postal and email addresses, name of contact person & contact mobile number .

6.8 The Bidder shall sign its bid with the exact address of the firm to which the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorised officer and in the case of a Corporation the same shall be sealed with the corporation seal or otherwise appropriately executed under seal. The bidder shall sign and put official stamp on each page of the tender document and submit along with their offer as token of acceptance of terms and conditions.

6.9 . The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

6.10 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. AGCL may reject outright any bid not supported by adequate proof of the signatory's authority.

6.11 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language.

6.12. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to the purchaser's terms & conditions and bid evaluation criteria of the tender, for avoiding rejection of their offers. It may not be feasible for AGCL to seek clarifications in respect of incomplete offers.

6.13. Bidders are advised not to take any exception / deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids may be rejected outright.

6.14 Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices. Discount of any type indicated separately will not be taken into account for evaluation purpose. However in the event of such offer without considering discount is found to be lowest, AGCL shall avail of such discount at the time of award of contract.

6.15 Bidder should not be under liquidation, court receivership or similar proceedings. Bidder should submit the self certificate in this regard.

6.16 Parties submitting their bids shall not be on holiday list of AGCL.

6.17 Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.

6.18 In case of the document/ information(s) furnished by a bidder are found to be false/ forged, such a bidder shall be kept in holiday list/ black list apart from other penal actions as deemed fit by AGCL.

7.0 BID SUBMISSION

7.1 Bids are to be submitted online on e-procurement website assamtenders.gov.in only in two parts along with scan copies of required documents & EMD. Original copies of the documents & EMD shall be submitted within 7 (Seven) days from the date of bid submission at the office of the Dy. General Manager (Materials), Assam Gas Company Limited, Duliajan, Dist: Dibrugarh, Assam-786602.

7.2 Bid received in hard copy or E-mail/ Fax/ Telegram/ Telex/ Cable etc will not be accepted. **All corrections and alterations, if any, in the entries of tender paper shall be signed in full and stamped by the tenderer with date. No erasers or overwriting are acceptable.**

7.3 The company shall not be held responsible for non receipt of the Original copy of BG/ DD against EMD or postal delays/ transit loss, etc. Any offer received after the appointed time on the bid closing date shall be summarily rejected.

7.4 AGCL will first open the "Technical Bid" and if found in compliance then "Price Bid" will be opened. The company reserves the right to accept or reject any or all bids or accept any bid in part without assigning any reason whatsoever.

7.5 No request for extension of Bid closing date & time will be entertained. However AGCL at its discretion may extend the Bid closing date and/or time due to any reasons. In case bid closing date is extended, same will be notified through Corrigendum in e-tendering procurement system.

8.0 Dispatch: Dispatch: The goods should be dispatched by supplier's own arrangement with adequate precautionary measures for protection from damage during transportation from your works and at the time of unloading with risk and responsibilities. The materials should be delivered at AGCL Stores at Duliajan or AGCL designated location with proper stacking in good conditions. The during transportation of goods if found damage / loss / shortage at the time of delivery then cost of the such material will deducted from your bill amount.

9.0 Performance Bank Guarantee: Within 15 (Fifteen) days from receipt of notification of award of Purchase Order. from the Purchaser, the successful bidder shall furnish a performance bank guarantee for an amount equal to 10% of the contract value towards faithful performance of the contractual obligations and performance of the materials. The Bank guarantee shall be from any Indian Nationalized/ Scheduled bank registered with Reserve Bank of India. The PBG from International Bank having Branch office in India is also acceptable. The PBG shall be valid for a period of one year which shall be renewed from time to time till end of the contract period. The PBG deposit format should be as per Annexure-ii .PBG shall be furnished in the prescribed proforma on an appropriate value of stamp paper. If the successful bidder fails to deposit PBG within 15 (fifteen) days from the date of issue of the P.O., shall be treated as cancelled.

10.0. EMD: & Tender Processing fees:

i) Tender processing fees shall be paid at the rate of .02% of the estimated value subject to a maximum value of Rs. 500.00(five Hundred)only

ii) The bidder has to submit EMD with respect to the total value of supply for an amount of Rupees 44,000.00 (Rupees Forty Four Thousand) only, with a method mentioned below:

The EMD of successful bidder shall be released after furnishing PBG by the bidder.

iii) **Method of submit EMD & Tender Processing fees:**

Vide govt. of Assam notification **No. FEB.269/2017/27 dtd. Dispur the 21st August 2019.** EMD & Tender processing fees should be paid through online by logging in to Assam e-tender website, [https:// assamtenders.gov.in](https://assamtenders.gov.in) either through **option 1** online payment or **option 2 NEFT / RTGS**

iv) **The bid security shall be forfeited if**

a) The bidder withdraws their bid within its validity period.

b) The successful bidder fails to furnish PBG or does not accept the within 30 days from the date of issue of P.O

11. **Exemption from Bid Security:** SSI units registered with NSIC under single point Registration Scheme are exempted from submitting Bid security.

12. **Liquidated Damage:** The completion of delivery of the entire quantities as mentioned above within the schedule date of completion of delivery shall be deemed to be the essence of the contract. In case of delay in delivery of the entire quantities within the stipulated period, unless such delay is attributable to owner (AGCL) or due to Force Majeure, there will be reduction in contract value @ 0.5% (Point Five Percent) per week as Liquidated Damage for undelivered quantities of materials for each week of delay or part thereof subject to maximum of 5% of the total contract value. The Liquidated Damage charge shall be recovered from the supplier's bill invoice/PBG.

13. **Payment:** 98% (Ninety Eight Percent) payment shall be made to the supplier within 30 (thirty) days after receipt and acceptance of materials against submission of original invoice in triplicate along with all relevant documents as per NIT & P.O. 2% will be retained as TDS as per Govt.'s rule.

14. **TESTING:**

- Supplier shall furnish all the Test certificates as mentioned in Annexure-I, from specified authority as per specified standard. All the Testing related charges will be paid by supplier..

15. **Sample: Vendor shall be submit sample along with submission of tender documents.**

16. **Applicability of Law & Jurisdiction:** The tender shall be governed and interpreted in accordance with the applicable laws of India and Dibrugarh Courts in the State of Assam shall have exclusive jurisdiction.

The Company reserves the right of rejecting any or all bids, or accepts any bid in part, without assigning any reason.

Dy. General Manager (Materials)
For MANAGING DIRECTOR

Detail with quantity of Paver Block to be supplied.

Sl No.	Item Description	Unit	Qty
01	<p>Paver Block Size: (225 x 112.5 x 80)mm</p> <p>Technical Specification: Compressive strength 35N/sqmm</p> <p>Dimension tolerance(+/-)2mm for length & width, (+/-)3mm for height Chamfer-4mm to 8mm along top edges.</p> <p>Water % Surface Absorption & testing as per IS 1568-2006, Antiskid. Testing to be done any Central govt lab/ national test house, ghy/govt Engg Colleges lab weight per piece 4.50 Kg</p>	No	1,00000.00

Dy. General Manager (Mtls)
For MANAGING DIRECTOR

ANNEXURE- II

Performance Bank Guarantee

To,
Assam Gas Company Limited
Duliajan-786602 (Assam)

Dear Sirs,

1. In consideration of Assam Gas Company Limited, (A State Public sector undertaking) having its registered office at Duliajan, Dibrugarh, Assam herein after referred to as AGCL (Which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT vide P.O. No..... dated (Hereinafter called the 'CONTRACT' which expression shall include all the amendments thereto) with (name of the vendor), having its registered/head office at (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and AGCL having agreed that the CONTRACTOR shall furnish toAGCL..... a performance guarantee for Rs ...(amount)... for the faithful performance of the warranty as per the CONTRACT.
2. We (name and address of the bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Rs (in figures and words) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by AGCL on the Bank by serving a written notice shall be conclusive and binding, without any proof on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by AGCL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank. The bank also agrees that AGCL at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that AGCL may have in relation the CONTRACTOR's liabilities.
3. The Bank further agrees that AGCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in AGCL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of AGCL or any indulgence by AGCL to the said CONTRACTOR(s) or any such matter thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of AGCL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till AGCL discharges this guarantee in writing, whichever is earlier.
5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of AGCL or that of the CONTRACTOR.
6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
7. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
8. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs (in figures & words) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of the Bank Guarantee on _____. If no such claim has been received by us by the said date, the rights of AGCL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all rights of AGCL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this
Day of(month and year) at _____.

WITNESS NO. 1

(Signature)

Full name and official address

(in legible letters)

Full name, designation and address

(in legible letters) with Bank stamp

Dated

WITNESS NO. 2

(Signature)

Full name and official address

(in legible letters)