



Assam Power Distribution Company Limited

**REGISTERED OFFICE: 4th Floor, Bijulee Bhawan, Paltanbazaar,
Guwahati-781001**

e-mail: acecomt.aseb@gmail.com

website: www.apdcl.org

BID DOCUMENT FOR PROCUREMENT OF 9 Watt LED BULBS UNDER MUKHYA-MANTRI AAKASH DEEP YOJANA (MMADY) *[Package-8 covering Bongaigaon El. Circle]*

e-TENDER NOTICE No. APDCL/CGM(Com &EE)/MMADY/Bid/Pkg-8/2018/19

Date: 31/10/2018

Issue of online tender documents (bid sheets):-

From date 01.11.2018 (1800 Hours) up to 20.11.2018 (0000 Hours)

Last date of submission of online tender: -

Up to 22.11.2018 (1600 Hours)

Submission of Tender (Hard Copy) :-

Up to 22.11.2018 (1700 Hours)

Opening of Techno-commercial bid (Part-I): -

On 26.11.2018 (1200 Hours)

Assam Power Distribution Company Limited

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e-mail: acecomt.aseb@gmail.com,

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e-TENDER NOTICE NO: APDCL/CGM(Com &EE)/MMADY/Bid/Pkg-8/2018/19 **Date: 31/10/2018**

For and on behalf of APDCL, sealed e-tenders are invited in **two-part bidding system** for supply of following items as under:

| Sl. No. | Description of Material | Quantity | EMD | Cost of Tender Paper |
|---------|---|---|---|---|
| 1 | 9 Watt LED bulbs as per Technical Specification mentioned herein in pack of pre-designed boxes each containing 4 LED bulbs. | As mentioned in Enclosure-I in the bid document. | Rs. 15,00,000/- (Rupees Fifteen Lakh only) | Rs.11,200/- i.e.Rs.10,000+ GST @12% |

The interested bidders would be required to enrol themselves on the tender portal www.assamtenders.gov.in

Complete set of bidding documents are available in www.assamtenders.gov.in portal from **01.11.2018 1200**

Hours onwards (as per the e-tender schedule). Interested bidders may visit APDCL's official web site

www.apdcl.org or www.assamtenders.gov.in for detail specification.

Any addendum /corrigendum to this e-Tender Notice shall be uploaded in the **website** only.

Sd/-
Chief General Manager
Commercial & EE
APDCL

INFORMATION ON BIDDING PORTAL

The bidders can view the tender documents from the website www.assamtenders.gov.in as well as www.apdcl.org free of cost.

(i) The bidders who want to submit bid shall have to pay the Rs. 11,200/- i.e. Rs.10,000/- + GST @ 12% applicable towards tender document cost (non-refundable), in the form of Demand draft only, drawn in favour of APDCL, payable at Guwahati.

(ii) The bidders shall have to submit the non-refundable tender processing fee (Including of GST @ 18%) in the form of e-payment mode as detailed below.

| Item Description | Processing fees | GST extra |
|---|---|--------------------|
| 9 Watt LED bulbs as per Technical Specification mentioned herein in pack of pre-designed boxes each containing 4 LED bulbs. | As applicable for tendering portal from time to time. At present it is ZERO . | 18% if applicable. |

(NOTE: For tender processing fee to NIC Assam, the bidder can use various modes of e-payment facility available through the Portal, i.e. by Credit Card, Debit Card, Net Banking).

(iii)The bidders shall scan the Demand Draft / Bank guarantee, towards EMD and Tender Cost against the tender and upload the same in the prescribed form in pdf or jpg format in addition to sending the original to the undersigned.

(iv)The prospective bidders are advised to register their user ID, Password, company ID from website www.assamtenders.gov.in by clicking on hyper link “**Register Me**”.

(v)Any clarifications regarding the scope of work and technical features can be collected from the undersigned during office hours on working days.

NB: All subsequent addendum/corrigendum to the tender shall be hosted in APDCL’s official web site www.apdcl.org and www.assamtenders.gov.in only. No personal communication will be made for any such subsequent addendum/corrigendum.

Sd/-
Chief General Manager
Commercial & EE

For detail procedure to be followed for submission of Bid, please refer Clause No. 8 & 9 of ITB

Assam Power Distribution Company Limited

CORPORATE OFFICE: 4th Floor, Bijulee Bhawan
e-mail: acecomt.aseb@gmail.com / website: www.apdcl.org

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VOLUME -I

e- TENDER NOTICE NO. APDCL/CGM(Com &EE)/MMADY/Bid/Pkg-8/2018/19 Date: 31/10/2018

SECTION – I
INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

For supply of 9 watt LED bulbs to APDCL in pre-designed pack of 4(four) 9 watt led bulbs on F.O.R destination basis to different Electrical Sub-Divisions located across the state of Assam.

Quantity requirement for respective location is mentioned at **Enclosure-I**.

(COMPETITIVE BIDDING)

e- TENDER NOTICE NO. APDCL/CGM(Com &EE)/MMADY/Bid/Pkg-8/2018/19 Date: 31/10/2018

SECTION -I

- 1.0 For and on behalf of the APDCL, the undersigned invites bids under two-part bidding system from the reputed manufacturers/vendors only for supply of 9 Watt LED Bulbs as per the specification and packaging norms specified herein.
- 2.0 The Bidders are required to submit a detailed and comprehensive bid, consisting of Technical as well as Commercial Proposal and conditions / schedule of non-compliance, if any. The submission of the bids shall be in the manner specified in the instruction to Bidders.
- 3.0 APDCL will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bid.
- 4.0 APDCL reserves the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants.
- 5.0 **Earnest Money Deposit (EMD) and Time Schedules:**

| SL. NO. | DESCRIPTION | SCHEDULE |
|---------|---|--|
| 1 | Cost of Tender document | (To be paid in shape of DD, in favour of "APDCL , payable at Guwahati) |
| 2 | Earnest Money Deposit (EMD)/Bid security | As mentioned in Tender Notice at page -2 in shape of DD in favour of "APDCL, payable at Guwahati OR in shape of BG in favour of "APDCL, payable at Guwahati branch of BG issuing Bank OR through online transfer (RTGS/NEFT) to APDCL Corporate Principal Account bearing No. 30834540478 (IFS Code: SBIN0000221) maintained at SBI, New Guwahati Branch, Bamunimaidam, Guwahati-21, Branch code: 0221. In case of RTGS/NEFT the UTR No. should be intimated to APDCL at least two days in advance from the date of submission of bid through e-mail address acecomt.aseb@gmail.com . |
| 3 | Tender processing fee | <i>As mentioned in Tender Notice at page -3. (To be paid to NIC Assam on e-payment mode)</i> NOTE: For tender processing fee the bidder can use various modes of e-payment facility available through Tender Portal, i.e. by Credit Card, Debit Card, Net Banking). |
| 4 | Issue of bid document | FROM: 01-11-2018 , 1200 Hour onwards |
| 5 | Last date of submission of online tender | Up to 22.11.2018 (1600 Hour) |
| 6 | Last date and time of receipt of bid. (Hard Copy) | Up to 22.11.2018 (1700 Hour) |
| 7 | Opening of Techno-commercial bid (Part-I) | On 26.11.2018 (1200 Hours) |

5.0 SCHEDULE OF REQUIREMENTS & DELIVERY:

| Item Description | Quantity | Schedule of supply |
|---|--|-------------------------------|
| 1. 9 Watt LED bulbs as per Technical Specification mentioned herein in pack of pre-designed boxes each containing 4(Four) 9 Watt LED bulbs. | As mentioned in Enclosure-I. | Detailed in Annexed schedule. |
| 2. Upper limit of price bid. | No bidder shall quote rate above Rs. 221.50/- per set of 4(Four) 9 Watt LED bulb (inclusive of all expenses and taxes). Any bid quoting more than Rs. 221.50/- per box will summarily be rejected. | |

6.0 QUALIFICATION OF BIDDERS:

Criteria for qualification:

The bidder must fulfil all of the following qualification criteria and submit all relevant documents along with technical bid failing which bids shall be out rightly rejected.

6.1 Technical: -

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding.

- a) In case Bidder is a manufacturer, the bidder must submit DIC/NSIC registration certificate or Factory License as a proof of manufacturer. The bidder must furnish valid B.I.S License to use ISI marks for offered materials.
- b) For Bidder other than Manufacturer, authorisation from the manufacturer(s) in official letter head substantiated by adequate documentation pertaining to the manufacturer as mentioned in (a) above.
- c) In case of a consortium, the lead member has to qualify any of the conditions stipulated at (a) or (b) above.
- d) In case of Micro/Small/Medium/NSIC units, valid documents/certificates issued by competent authority shall be submitted along with the bid. Preference will be given to Micro/Small/Medium/ NSIC units as per governing Govt. policy and guidelines.
- e) The bidder has to quote for **916000** Nos. of LED bulbs i.e. **229000** boxes of four 9 Watt LED bulbs of tender quantity of the material covered under this notification. Bidder possessing experience of having supplied similar articles of during any one of the financial year out of the immediate past three financial years will have preference in case of equal price bid. Bidders shall submit self-attested copies of Purchase Orders (all pages) along with Tax Invoices executed successfully for the relevant years and abstract thereof in the enclosed format to prove the quantity as supplied.
- f) The offered materials should have been type-tested at accredited laboratory. The bid shall be accompanying with type-test reports conducted at accredited laboratory for the offered materials conducted **within three years before the date of opening of the bid. Bids not accompanied with type test reports conducted within 3 years shall not be considered for evaluation.**
- g) The bidders who have earlier failed to execute the Purchase Order(s) of APDCL within scheduled delivery period and/or blacklisted by the APDCL/any other utility of erstwhile ASEB shall not be eligible to participate in this tender.

- h)** APDCL reserves the right to waive minor commercial/technical deviations, if they do not materially affect the performance of the material or the capacity of the bidder to perform the contract.

Further the bidder shall meet the following requirements & self-signed certificate copies of the same have to be furnished along with the bids.

6.2 Financial:

The average annual turnover of the participating bidder should not be less than the following amount during best three financial years out of immediate past five financial years i.e. from FY 2013-14 to FY 2017-18.

| Sl. No. | Particulars | Average Annual turnover requirement |
|----------------|---|--|
| 1 | For all bidders other than Micro/Small/Medium /NSIC units | Rs. 13 Crore |
| 2 | For Micro/Small/Medium /NSIC units as bidder | Rs. 5 Crore |

Bidders must furnish self-attested copies of Audited Annual Accounts for last five financial years accompanied by CA certification on the **Annual turnover** to establish the Turnover requirement. Notwithstanding to anything mentioned herein above, in case of any bidder with manufacturing unit(s) set up after FY 2013-14, average of all the years since inception will be considered.

7.0 All correspondence with regard to the above shall be made to the following address:

**Chief General Manager (Commercial & EE),
Assam Power Distribution Company Limited
5th Floor, Bijulee Bhawan, Paltanbazaar
Guwahati-781001, Assam**

SECTION –II

INSTRUCTION TO BIDDERS (ITB)

SECTION –II

INSTRUCTION TO BIDDERS (ITB)

1. **SOURCE OF FUNDS:**

APDCL hereinafter referred to as the “**Procurer**” is desirous of procurement of 9 Watt LED Bulbs as per the technical specification mentioned herein in the predesigned packages under budgetary allocation of fund against **Mukhya Mantri Aakash Deep Yojana**.

2. **SCOPE OF WORK:**

The scope of work in brief shall include guaranteed obligation of complete supply of materials in conformity to the technical specification enclosed herewith in **Section – IV**.

3. **DISCLAIMER:**

3.1 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

3.2 Neither **Procurer** nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of **Procurer** or its employees, or otherwise arising in any way from the selection process for the Supply / provision of Services for the Project.

3.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy himself that documents are complete in all respects. Intimation of any discrepancy/ doubt shall be sent to the **Procurer** address for speedy response.

3.4 This document and the information contained herein are **Strictly Confidential** and are for use of only the person (s) to whom it is issued/ downloaded from the website. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

4. **COST OF BIDDING:**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and **APDCL** will in no case be responsible or liable for those costs.

5. **BIDDING DOCUMENTS:**

5.1 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering Letter accompanying Bidding Documents, the Bidding documents include:

- | | |
|---|----------------|
| (a) Invitation of Bids (IFB) | - Section –I |
| (b) Instruction to Bidders (ITB) | - Section –II |
| (c) General Terms and Conditions of Contract (GTCC) | - Section –III |
| (d) Technical Specification & Delivery schedule | - Section –IV |
| (e) List of Annexure | - Section –V |

5.2 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will / may result in the rejection of the Bid.

6. **AMENDMENT OF BIDDING DOCUMENTS:**

- 6.1 At any time prior to the deadline for submission of Bids, the **Procure**r may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by way of issuing a corrigendum/addendum.
- 6.2 The corrigendum/ Addendum shall be part of the Bidding Documents, and it will be notified on the website only. Interested bidders may visit APDCL's website www.apdcl.org or www.assamtenders.gov.in for detail enquiry.
- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing of their Bids, the **Procure**r may, at its discretion, extend the deadline for the submission of Bids.
7. **LANGUAGE OF BID:**
The Bid, prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the **Procure**r, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that the literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.
8. **SUBMISSION OF BID:-**
- 8.1 **MODE OF SUBMISSION OF BID:-**
The bidder shall submit the bid in Electronic Mode only i.e. in the web portal www.assamtenders.gov.in. The bidder must ensure that the bids are received in the specified website of the APDCL by the date and time indicated in the Tender notice.
- 8.2 Bids submitted by telex/telegram will not be accepted.
- 8.3 APDCL reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.
- 8.4 **PARTICIPATION IN e-TENDER:-**
- 8.4.1 **ACQUISITION OF DIGITAL SIGNATURE CERTIFICATE:**
(i) For all the users it is mandatory to procure the Digital Signatures of Class III only.
(ii) Bidders / Suppliers are requested to follow the below steps for registration.
- 8.4.2 **REGISTRATION IN TENDER PORTAL:**
(i) Log in www.assamtenders.gov.in Click "Register", fill the online registration Form.
(ii) Payment for applicable amount and applicable GST shall be made to NIC for vendor registration in tender portal in e-payment mode only.
The bidders/supplier who have already registered in e-tendering portal, they need not to pay the registration amount again for this tender.
(iii) As soon as the verification is being done the e-tender user id will be enabled/provided.
- 8.4.3 **ON LINE REQUEST FOR e-tender DOCUMENTS:**
After viewing Tender Notification in www.assamtenders.gov.in if bidder intends to participate in tender, one has to use respective e-tendering User ID and Password which has been received after registration and acquisition of DSCs (Digital signature certificate). If any Bidder wants to participate in the bid, one has to follow the instructions given below:
(i) Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system).
(ii) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
(iii) Go to Start > Programs > Internet Explorer. Type www.assamtenders.gov.in in the address bar, to access the Login Screen.
(iv) Enter e-tender User ID and Password, click on "Go". Click on "Click here to login" for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e-Procurement User ID, Password.
(v) Click "Un Applied" to view / apply for new tenders.
(vi) Click on Request icon for online request. After making the request, bidder has to pay the requisite tender processing fee (as indicated in tender notice Page -3) through e-payment facility only available in the portal. Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps.

(vii) Click to view the tender documents which are received by the user. Tender document screen appears.

(viii) Click “Click here to download” to download the documents.

NOTE: For vendor registration and payment of tender processing fee to NIC, the bidder can use various modes of e-payment facility available through Tender Portal, i.e. by Credit Card, Debit Card, Net Banking.

9. SUBMISSION OF BID:

9.1 ONLINE SUBMISSION OF BID:

The bidder has to furnish the Tender cost, BID SECURITY (EMD) and a set of hard copy of supporting documents uploaded in this tender except bid sheets (.xls) prior to last date and time of receipt of bids as specified in tender Notice. Tender processing fees is mandatory & to be paid through e-payment mode as stated in the document.

9.2 PROPER FILLING UP OF THE PRICE SCHEDULE:

The bidder should fill up the Techno commercial and price schedule properly and fill in the bid sheets provided in .xls format and up-load the same without changing the file name. The tender may be rejected if the schedule of price is submitted in incomplete form.

NB: The bid sheets (.xls file) shall be uploaded in www.assamtenders.gov.in portal, prior to online closing of the tender. By no other means (except online) price bid shall be accepted for evaluation of tender.

(i) After completing all the formalities Bidders will have to submit the tender as specified and must take care of all instructions. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not. Note down / take a print of bid control number once it displayed on the screen.

(ii) Tender Opening event can be viewed online.

(iii) Competitors bid sheets are visible in the website for all participating bidders.

NOTES: For any e-tendering assistant contact help desk number.

10. DEAD LINE FOR SUBMISSION OF BIDS:

10.1 Softcopy of the bid shall be uploaded through the bidding portal on or before the online submission time and date as stipulated in the bidding document. Amount towards Tender cost, Bid Security & a set of all required documents (except bid sheets in .xls format) must be received by APDCL at the address specified not later than the time and date stated in the bid document. In the event of the specified date for the submission of bids being declared a holiday for APDCL, the bids will be received on the next working day as per the time indicated in tender notification.

10.2 APDCL may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

11. LATE BIDS:

11.1 Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., bid security, tender cost & any other document) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., bid security, tender cost.))] shall be returned unopened to the bidder.

11.2 Hard copy of the bid security of the bid received by APDCL after the deadline for submission of bid prescribed herein will be considered as late bid even if the bidder has uploaded the soft part of the bid within the stipulated deadline. In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to “Archive” and shall not be considered at all any further.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- 12.1 Bidder are free to modify or withdraw its bids through the relevant provisions on the portal www.assamtenders.gov.in up to due date and time of submission of bid indicated in tender notification.
- 12.2 A. Modified Electronic form of the bid as per the provision of portal therein.
B. Bidder may withdraw its bid through the relevant provisions of portal only.
- 12.3 **No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids. Withdrawal/modification of bid before the expiry of bid validity shall result forfeiture of Bidder's bid security.**
13. **SEALING AND MARKING OF BID:**
- 13.1 **Hard copy of the followings should be submitted with APDCL:**
- (i) Tender Cost
 - (ii) Tender processing fee acknowledgement copy.
 - (iii) Bid Security (EMD) in shape of DD/BG/Proof of online transfer as described.
 - (iv) Notarized copy of Power of Attorney for signing the bid document.
 - (v) DIC/NSIC/Factory license as a proof of manufacturer.
 - (vi) Self-attested copies of Purchase orders (All pages) along with respective tax invoice as a proof of past supply experience.
 - (vii) Self-attested copy of performance certificate.
 - (viii) PAN Card, GST registration certificate.
 - (ix) All uploaded file except price bid. The same shall be uploaded in **tender portal only**.
 - (x) In case of Bidder is a manufacturer, self-attested copies of Memorandum & Articles of Association are to be submitted.
 - (xi) Copies of Profit & loss A/c & audited balance sheet indicating turnover for best 3 financial years out of last 5 financial years. In case the Bidder is in existence for less than 5 years the audited financial report/s from the date of its incorporation should be furnished.
 - (xii) Self-attested copy of Income Tax Return of immediate past three years.
- 13.2 **First Envelope:**
- (i) The Electronic Form/Template of the bid for First Envelope (Techno –Commercial bid), as available on the portal, shall be duly filled.
 - (ii) Attachments –Scanned copies of documents in support of meeting the Minimum qualifying requirement of the tender (both technical and financial).
14. **Earnest Money Deposit (EMD) or Bid Security:**
- 14.1 The bidder shall submit E.M.D as a part of the bid in the prescribed manner for the amount mentioned in Clause No.5 of Section –I.
- 14.2 The E.M.D is required to protect the **Procurer** against the risk of bidder's conduct, which would warrant the security's forfeiture.
- 14.3 The E.M.D shall be in the following form:
A/C payee demand draft in favour of "APDCL" issued by a Schedule bank payable at Guwahati, **OR** Bank Guarantee in favour of "APDCL" issued by a Schedule bank encashable at local branch at Guwahati only. The BG shall be strictly as per the format enclosed at Section – IV, **OR** through online transfer (RTGS/NEFT) to APDCL Corporate Principal Account bearing No. 30834540478 (IFS Code: SBIN000221) maintained at SBI, New Guwahati Branch, Bamunimaidam, Guwahati-21, Branch code: 0221. In case of RTGS/NEFT the UTR No. should be intimated to APDCL at least two days in advance from the date of submission of bid through e-mail address acecomt.aseb@gmail.com.
NB: In case of any deficiency such as the ownership of the security bond (other than the issuing bank), deviation from the approved format, absence of signature of witness etc. found in the EMD Bank Guarantee, the same shall be liable for outright rejection. The bidder will not be given any chance to rectify the same.
- 14.4 Unsuccessful bidder's E.M.D will be refunded back as promptly as possible, but not later than sixty (60) days after the expiry of the period of bid validity. The successful bidder's E.M.D shall be discharged upon furnishing of the performance security.
- 14.5 The E.M.D may be forfeited due to following reasons:
1) If the bidder withdraws bid during the period of bid validity specified by the bidder in the bid form.

2) In case the successful bidder fails to submit the requisite performance Bank guarantee.

15. BID PRICE:

15.1 Bidders have to quote for the entire quantity of materials covered under this specification strictly as per the enclosed .xls format. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in all respect in accordance with the requirement of Tender Documents. The Bidder shall complete the appropriate Price Schedules enclosed in (.xls) format stating the Unit Price for each item, freight & insurance separately & applicable GST thereon and thereby arriving at the total amount.

15.2 In case there is any increase in the number of units as compared to those mentioned in the IFB, the Contract Price shall be subject to increase proportionately on pro-rata basis.

15.3 The Price offered shall be inclusive of all costs as well as applicable GST thereon during implementation of the contract.

15.4 Prices quoted by the Bidder shall be "**Firm**" and not subject to any price adjustment during the performance of the Contract. **Any Bid submitted with variable Price or an adjustable price clause shall be treated as non-responsive and rejected outrightly.**

16. CONTRACT PRICE:

16.1 The Prices and other charges there in quoted for the Contract shall remain FIRM as per the above Parameters and **Procurer** shall not compensate Bidder for any variations. However, any subsequent changes in the taxes within the schedule date of delivery shall be adjusted by the Procurer.

17.0 BID CURRENCIES:

17.1 Prices shall be quoted in Indian Rupees Only.

18.0 PERIOD OF VALIDITY OF BIDS:

18.1 Bids shall remain valid for **270 days** from the date of opening of commercial Bids.

18.2 Notwithstanding Clause 18.1 above, the **Procurer** may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing.

19.0 ALTERNATIVE BIDS:

19.1 Bidders shall submit Bids, which comply with the Tender Documents. **Alternative bids will not be considered for evaluation.**

20.0 ONE BID PER BIDDER:

20.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a firm in response to this bid document. A Bidder who submits or participates in more than one Bid against this bid document, either individually or jointly, will cause all those Bids to be rejected outrightly.

21.0 EVALUATION OF BID:

21.1 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Procurer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

22. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of Bids, the Procurer may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

23. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS:

Procurer will examine the Bids to determine whether they are complete, whether any computational error have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the total amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

23.3 Prior to the detailed evaluation, pursuant to Clause 21, the **Procurer** will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the materials offered, pursuant to Clause 13. Substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

23.4 A Bid determined as not substantially responsive will be rejected by the Procurer and will not subsequently allowed to be made responsive by the Bidder by correction of the non – conformity.

24.0 **EVALUATION AND COMPARISON OF BIDS:**

24.1 The evaluation of Bids shall be done basing on the delivered cost (on F.O.R destination basis) competitiveness basis.

24.2 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes:

In the first stage, the Bids would be subjected to a responsiveness check as detailed in the clause 23. The Technical Proposals and the Commercial terms & conditions of the Bidders would be evaluated and discussed as per clause 24 of this document.

Subsequently, the Financial Proposals of Bidders with Techno-commercially Acceptable Bids submitted shall be considered.

24.3 **The Procurer's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:**

a) Delivery Schedule:

b) Past performance and capability to execute the contract.

c) Type test reports from Accredited Laboratories.

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents. The Cost of all quantifiable deviations and omissions from the specification, terms and conditions, specified in Bidding Documents shall be evaluated. The Procurer will make his own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

25.0 **AWARD OF CONTRACT:**

In normal circumstances the Procurer will generally award the Contract to the successful Bidder whose Bid has been determined to be the lowest evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily. If the lowest evaluated price (L1) of more than one responsive bidder(s) is same, then in such event the tender quantity shall be awarded in equal proportion.

26.0 **CONTACTING THE PROCURER:**

26.1 From the time between Bid opening to award of contract, if any Bidder wishes to contact the Procurer on any matter related to the Bid, he should do so in writing.

26.2 Any effort by a Bidder to influence the Procurer and / or in the Procurer's decisions in respect of Bid evaluation, Bid comparison or Contract of Award, will result in the rejection of the Bidder's Bid.

27.0 **THE PROCURER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS OR TO RELAX ANY TERMS AND CONDITIONS:**

- 27.1 The Procurer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the grounds for the Procurer's action.
- 27.2 In the interest of work, the Procurer reserves the right to relax any terms and conditions without affecting the quality & price of the articles.
- 27.3 The Procurer will award the Contract to the successful Bidder whose Bid has been determined to be the lowest- evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily. The Procurer at its option/ discretion may split the total quantity to be supplied between two or more Techno- Commercially Responsive Bidders in case of the bid prices are same and early delivery is required by the Procurer.
- 27.4 Notwithstanding anything contained herein above, the Procurer reserves the right not to award entire quantity to L1 bidder and decision of APDCL will be final and binding to all. The procurer will not be bound to assign any reason thereof to anyone.
- 27.5 The procurer reserves the right to distribute the award among other bidders at **L1 rate**.
- 28.0 **THE PROCURER'S RIGHT TO VARY QUANTITIES:**
The Procurer reserves the right to vary the quantity i.e. increase or decrease the number of materials without any change in unit price, terms and conditions at the time of placing the orders or during the execution of the Contract.
- 29.0 **LETTER OF INTENT / NOTIFICATION OF AWARD:**
- 29.1 The letter of intent / Notification of Award shall be issued to the successful Bidder(s) whose bid(s) have been considered responsive, techno-commercially acceptable and evaluated to be the Lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance to it **within 7 days** of issue of the letter of intent / Notification of Award by Procurer.
- 30.0 **PERFORMANCE SECURITY:**
- 30.1 Within 10 days of the receipt of Letter of Award from the Procurer, the successful Bidder shall furnish the Performance Security in the form of Bank Guarantee executed on non-judicial stamp paper worth Rs.100/- (Rupees One hundred only) issued by a scheduled Bank in favour of "APDCL" encashable at Guwahati only for an amount of 10% (ten percent) of the Awarded Price in accordance with the General Conditions of Contract in the Performance Security Form provided in Section -V of Bidding Documents. **The Bank Guarantee shall be valid for a period not less than 90 days over and above the guarantee period.**
- 31.0 **CORRUPT OR FRAUDULENT PRACTICE:**
- 31.1 The Procurer requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Procurer:
- a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/ or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurer, and includes collusive practice amount Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Procurer of the benefits of free and open competition.

- b) Procurer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
 - c) Procurer will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if he at any time determines that the firm is engaged in corrupt or fraudulent practice in competing for, or in executing, the Contract.
- 31.2 Furthermore, Bidders shall be aware of the provision stated in the General Terms and Conditions of Contract.

32.0. LITIGATION HISTORY:

The Bidder should provide accurate information on any litigation or arbitration resulting on contracts completed or under execution by him over the last three (3) years. A consistent history of awards involving litigation against the Bidder may result in disqualification of Bid.

SECTION –III

GENERAL TERMS AND CONDITIONS OF CONTRACT (GTCC)

SECTION – III

GENERAL TRMS AND CONDITIONS OF CONTRACT (GTCC)

1.0 GENERAL INSTRUCTIONS:

- 1.01 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Procurer will in no case be responsible or liable for these costs.
- 1.03 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred / sold to the other party.
- 1.04 The Procurer reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Procurer, the data in support of Tender requirement is incomplete.
- 1.05 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or Submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Procurer's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Procurer.

2.0 DEFINITION OF TERMS:

- 2.01 APDCL shall mean **the "Procurer"** on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02 "Bidder" shall mean the firm who quotes against this bid document issued by the Procurer.
- 2.03 "Contractor / Seller" shall mean the successful Bidder(s) whose bid has been accepted by the Procurer and shall include his heirs, legal representatives, successors and permitted assigns.
- 2.04 "Site" shall mean the Electricity Distribution Area of the **Procurer**.
- 2.05 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as Instruction to Bidder, Bid form and other forms as per Volume-II, General Conditions of Contract, Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Procurer from time to time.
- 2.06 "Letter of Intent" shall mean the official notice issued by the Procurer notifying the Contractor that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Procurer. The "Letter of Intent" issued by the Procurer shall be binding on the "Contractor". The date of detailed Purchase Order shall be taken as the effective date of the commencement of contract.
- 2.07 "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.08 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Technical Specification.
- 2.09 "Offer Sheet" shall mean Bidder's firm offer submitted to Procurer in accordance with the specification.

- 2.10 "Contract" shall mean the "Detailed Purchase Order" issued by the Procurer.
- 2.11 "Contract Price" shall mean the Price referred to in the "Detailed Purchase Order".
- 2.12 "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Contractor and the Procurer in the Contract inclusive of extended contract period for reasons beyond the control of the Contractor and / or Procurer due to force majeure.
- 2.13 "Goods/Materials" shall mean all items to be supplied under Purchase Order whether raw materials, processes materials, equipment, fabricated Materials, drawings or other documents etc. as applicable.
- 2.14 "Store" shall mean any store under the jurisdiction of APDCL.
- 2.15 "Project / Unit" shall mean supply of Materials as per enclosed technical specification.

3.0 CONTRACT DOCUMENTS & PRIORITY:

- 3.01 Contract Documents: The Specification, terms and conditions of the contract shall consist solely of these Tender conditions and offer sheet.
- 3.02 Priority: Should there be any discrepancy between any terms hereto and any term of the offer sheet, the terms of this tender document shall prevail.

4.0 SCOPE OF WORK:

- 4.01 The "Scope of Work" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and workmanship, provided in this Bid Enquiry whether implicit or explicit.
- 4.02 The Procurer reserves the right to vary the quantity i.e increase or decrease, at the time of placing order or during project execution.
- 4.03 All relevant drawings, data and instruction manuals and other necessary inputs shall be under the scope of contract.

5.0 GENERAL REQUIREMENTS:

- 5.01 The seller shall supply, deliver best quality articles & conduct the testing of highest standards.
- 6.0 The seller shall be responsible & shall comply with the provisions of all statutory acts governing the contract.

7.1 INSPECTION & TESTING:

- 7.1 i) The Procurer's representative shall have the right to inspect, examine and test the bulbs at any point of time within the contract period. Such inspection, examination and testing shall not release the Contractor from his obligations under the contract.
- ii) The bidder shall provide adequate time to the procure for testing and inspection and shall also furnish the requisite Test Certificates.
- iii) After completion of the tests as indicated above, the Procurer's representative shall forward the test results to the Procurer. If the test results confirm to the specific standard, the Procurer shall approve the test results and communicate the same to the Contractor in writing. The Contractor shall provide at least three copies of the test certificates to the Procurer.
- iv) The Procurer has the right to have the test carried out at his own cost by an independent agency whenever there is a dispute regarding the quality of supply.

v) The Procurer at its discretion may re-test the Materials/Equipment at its own laboratory or laboratory of his choice for reconfirmation of the test results.

7.2 **Besides the above, the Third Party Independent Evaluation Agency (TPIEA) engaged by APDCL shall have right to conduct the pre & post-dispatch inspection (as explained above) of the material procured by the Procurer jointly along with the representative of Procurer/independently by the TPIEA as the case may be.**

8.0 **DEMONSTRATION FACILITIES:**

The bidder shall provide all possible facilities for demonstrating to Procurer's designated personnel, when deputed by the Procurer for acquiring first-hand knowledge about the article for its proper in service.

9.0 **REJECTION OF MATERIALS:**

In the event, any of the materials / equipment supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Procurer shall either reject the materials / articles or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective materials/articles free of cost to the Procurer. If the bidder fails to do so, the Procurer may: -

a) At its option replace or rectify such defective materials/articles and recover the extra costs so involved from the Contractor plus (15%) fifteen percent and / or.

b) Terminate the contract for balance work / supplies with enforcement of penalty Clause as per contract for the un-delivered materials and with forfeiture of Performance Guarantee/ Composite Bank Guarantee.

c) Acquire the defective equipment / materials at reduced price considered equitable under the circumstances.

10.0 **EXPERIENCE OF BIDDERS:**

10.1 The bidder(s) should furnish information regarding experience particularly on the following points:

i) Name of the manufacturer:

ii) Standing of the firm for manufacture of equipment/material quoted:

iii) Description of materials/equipment supplied during the last 3 (three) years with the name (s) of the party (s) to whom supplies were made.

iv) Testing facilities at manufacturer's work with copies of calibrated certificates of the major testing equipment.

v) If the manufacturer is having collaboration with other firm(s), details regarding the same:

vi) A list of Purchase orders, executed during the last three years along with user's certificate and copies of Purchase orders.

10.2 Bids may not be considered if the past manufacturing experience is found to be un-satisfactory as mentioned under clause -6 of the IFB

11.0 **LANGUAGE AND MEASURES:**

All documents pertaining to the contract including Specifications, Schedule, Notice, Correspondence, Operating & Maintenance instructions, Drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

12.0 **DEVIATION FROM SPECIFICATION:**

It is in the interest of the Bidders to study the Technical Specification etc. specified in the bid document thoroughly before submitting. No deviation from the prescribed specification is permissible any bid with deviation is subject to outright rejection.

13.0 **PRICE BASIS:**

Bidder shall quote "FIRM" price on F.O.R destination basis.

The breakup of prices shall indicate applicable GST and other Levies of whatsoever nature indicated separately and clearly, Packing & forwarding, transportation to site/store including transit insurances.

Price evaluation will be based on the aggregate price inclusive of all expenses and taxes.

14.0 **TERMS OF PAYMENT:**

100 % value will be paid within 45 days of receipt of bills/ invoices on supply of total ordered quantities in good conditions at desired destination and verification thereof subject to approval of the Guarantee certificates & Test Certificates and submission & acceptance of Performance Bank Guarantee equivalent to 10 % of Total Award Price on non-judicial stamp paper worth Rs.100 in the prescribed format from a scheduled Bank encashable at Guwahati only **Or** else an equivalent amount of 10 % of the Total Contract Price shall be deducted from the invoice & the same shall be refunded after submission of the required Performance Bank Guarantee or 45 days after expiry of Guarantee Period whichever is earlier.

15.0 **PRICE VALIDITY:**

All bids submitted shall remain valid, firm and subject to unconditional acceptance by Procurer for **180 days** post price bid opening date. For award of Contract, the prices shall remain valid and firm till contract completion.

16.0 **GUARANTEE:**

16.1 **The bidder shall guarantee for satisfactory performance of the bulbs as follows:-**

a. Minimum period of 36 months from the date of supply.

b. In the event of any defect in the materials within the guarantee period, the bidder shall replace to the satisfaction of the Procurer the defective material free of cost at the location of defect within a period of 30 days from the date of report on the defect by procurer to the bidder. In case the bidder fails to do so within the stipulated period, the Procurer reserves the right to recover the amount from the seller either from the bills pending or may recover from the Performance Guarantee submitted by the firm.

Seller shall give a Performance Bank Guarantee in favour of the Procurer for 10% of the order value valid for 90 days over and above the guarantee obligation.

16.2 If during the guarantee period any services performed is found to be defective, these shall be promptly rectified by seller at its own cost (including all cost thereon) on the instruction of **Procurer**.

17.0 **RELEASE:**

The bidder's Performance Bank Guarantees / Assignable Bank Guarantee will be released without any interest thereon within forty-five (45) days from the expiry date of the Performance Bank Guarantee (as defined in Clause 16.1).

18.0 TECHNICAL INFORMATION / DATA:

The Procurer and the bidder, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The Procurer and the Bidder agree to keep each other in confidence and to use the same degree of care as one uses with respect to one's own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to any third party in full / part nor misused in any other form. This technical information etc. shall be returned to the Procurer with all approved copies and duplicates. In the event of any breach of this Contract, the Contractor shall indemnify the Procurer against any loss, cost of damages of claim by any party in respect of such breach.

19.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT:

19.1 The date of the issue of the detailed Purchase Order shall be treated as the effective date of the commencement of Contract.

20.0 The bidder shall quote the basic price as well as all taxes as per the enclosed format for bid prices.

21.0 PENALTY:

21.01 If supply of materials is delayed beyond the supply schedule as stipulated in Purchase order, then the seller shall be liable to pay to the Procurer as penalty for delay, a sum of **1% (One percent)** of the contract price for every week of delay or part thereof.

21.02 The total amount of penalty for delay under the contract will be subject to a maximum of **ten percent (10%)** of the contract price.

21.03 The Procurer may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the seller or from the Performance Bank Guarantee or file a claim against the seller.

22. VALIDITY OF THE ORDER:

The Order is valid till the schedule date of delivery, unless otherwise extended by the **Procurer**. The Order shall stand cancelled automatically beyond the validity period without any correspondences and liabilities to the Procurer.

23. PACKING:

The materials shall be packed by the seller suitably as per the predesigned Packet for 4 Nos. of 9 Watt LED bulbs. On the top of the box sticker of "**Mukhyamantri Akash Deep Yojana**" and the logo of APDCL is to be printed as specified. Design of the pack is enclosed with the bid document.

24.0 REPLACEMENT OF DAMAGED ARTICLES:

Within 30 days from the date of intimation of defect, the seller shall replace, free of cost, any articles which may be found defective by the **Procurer** during the guarantee period.

25.0 DISPUTE RESOLUTION & JURISDICTION OF CONTRACT:

25.1 Any dispute arising out of this contract shall be referred to the Managing Director, APDCL who shall decide the case as sole arbitrator.

25.2 For the purpose of dispute resolution, this agreement shall be governed by the provision of Arbitration & Conciliation Act, 1996.

25.3 All disputes shall be subject to exclusive jurisdiction of the Court at Guwahati and Writ jurisdiction of Hon'ble Gauhati High Court at Guwahati.

26.0 EVENTS OF DEFAULT:

26.1 Events of Default. Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract:

(a) Seller fails or refuses to pay any amount due under the Contracts.

(b) Seller fails or refuses to deliver Commodities conforming to his Bid document/ specifications, or fails to deliver Commodities and, or execute the works assigned to them within the period specified in P.O or any extension thereof.

(c) Seller becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Seller's creditors file any petition relating to bankruptcy of Seller;

Seller otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Seller of notice of such failure from Procurer.

27.0 CONSEQUENCES OF DEFAULT:

(a) If an Event of Default occurs, Procurer may forthwith terminate the Contract by written notice.

(b) In the Event of Default, Procurer may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;

i) present for payment, to the relevant bank the Performance Bank Guarantee; Recover any losses and / or additional expenses, Procurer may incur as a result of Seller's default.

28.0 FORCE MAJEURE:

28.1 The term "Force Majeure" as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc.) or major storm warning, tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its subcontractors) act or omission of Sovereign States or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.

Force Majeure shall not include occurrences as follows:

1. Late delivery of materials caused by congestion of Seller's facilities or elsewhere, and oversold condition of the market, inefficiencies, or similar occurrences.
2. Late performance by Seller and / or Sub-Seller caused by unavailability of raw materials, supervisors or labour, inefficiencies of similar occurrences.
3. Mechanical breakdown of any item of Seller's or its Sub-Seller's equipment, plant or machinery.
4. Delays due to ordinary storm or inclement weather or
5. Non-conformance by Sub-Seller.

Unless the delay arises out of a Force Majeure occurrence and is beyond both Seller's and Sub-Seller's or Seller's control and an alternate acceptable source of services, equipment or material is

unavailable. Additionally, Force Majeure shall not include financial distress of Seller or any Sub-Seller.

- 28.02 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which the cause lasts.
- 28.03 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such event to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10(ten) days, the parties shall meet and determine the measures to be taken.
- 28.04 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Majeure.

29 **PACKAGING**

- 29.1 Each Box shall contain 4 Nos. of 9 Watt LED bulbs. On the top of the box sticker of "Mukhyamantri Akashdeep Yojana" and the logo of APDCL is to be printed as specified.

30 **INDEMNIFY**

- 30.1 The bidder, its successor and assignee shall indemnify the Procurer, its successor and assignee from all current & future liabilities that may arise out of purchase contract(s) entered into between the vendor & the Procurer.

SECTION -IV

TECHINICAL SPECIFICATIONS

FOR

9 Watt LED Bulbs

Technical Specifications

| Sl. No | Parameters | Cool White LED bulb requirements | Applicable IS |
|--------|---------------------------------------|---|--|
| 1 | Light Source | SMD LED Chip | LM80/16106 |
| 2 | LED Make | Reputed make. LED Chip Package supplier should have an active marketing office in India. Proof should be provided for the same. The chip manufacture should also hold the patent for the Chip offered or hold written permission/ Cross-License from the original manufacturer / designer of the chip for manufacturing the offered designed. APDCL Reserves the right to reject any chip proposed by Bidders. | |
| 3 | LED Chip Efficacy | Minimum 130 Lm/W. | Efficacy at actual LED driving condition. |
| 4 | Lamp Efficacy | Minimum 100 Lm/W | Efficacy at actual LED driving condition. |
| 5 | Lumen maintenance @ 85 C for LED chip | As per LM80 report of chip | LM 80 |
| 6 | Max. Junction temperature | As per manufacturer's test report at maximum ambient temperature but should not exceed maximum rated Junction temperature of chip used. | |
| 7 | Lamp Life Hrs. | Minimum 25,000 | 16102-2 and 16106 |
| 8 | Lamp Wattage | Rated Lamp Wattage -9 W-as per BIS Standard (IS 16102-1 and 16102-2) | (IS 16102-1 and 16102-2) |
| 9 | CCT | Cool white (5700K, 6500K) | 16102-2 CCT range as per standard or ANSI. |
| 10 | LED Chip package Wattage | <1w ± 10 % | Recommended at actual driving condition |
| 11 | Base Cap | B22d (Bayonet Cap) Pushfit terminals instead of Solderable terminals may be used provided bulb meets the tender specifications). | 16102-1 |
| 12 | Ingress Protection | IP 20 | |
| 13 | Rated Luminous flux/Lumen | 900 Lumens - as per BIS Standards (IS 16102-1 and 16102-2) | 16102-2 and 16106 |
| 14 | CRI (Typical) | Minimum 80 | 16102-2 and 16106 |
| 15 | Beam angle | > 120° | 16102-2 |
| 16 | Total Harmonics Distortion | Maximum 15 % | 16102-2 |
| 17 | Driver Efficiency | > 85% | IS 16104: 2012 |
| 19 | EMC | | CISPER 15 |

| | | | |
|----|--|---|--------------------|
| 19 | Lumen maintenance @ 25 C ambient(± 2 °C) | Minimum 80% after 6000 hrs. (Indoor application). Intermittent test results at every 1000hrs to be reported. | 16102-2 and 16105. |
| 20 | PF | Minimum 0.9 | 16102-2 |
| 21 | Operating Voltage range | 100 V - 300V | 16102-2 |
| 22 | Voltage Range for Lamp "ON" and Safety | 100 V - 300V | |
| 23 | Rated Voltage for Performance and Life Time | 200 V- 240V | 16103-2 |
| 24 | Surge Voltage | Withstand 2.5 kv | |
| 25 | Working Temp | -10 to 45 °C | |
| 26 | Temperature for Performance Measurement | 25 C (± 2 C) | |
| 27 | Temperature for Safe Operation | - 10 to 45 deg °C | |
| 28 | Working Humidity | 10% - 90% RH | |
| 29 | Marking | | 16102-2 |
| 30 | Safety Requirement | All Test | 16102-1 |
| 31 | Temperature Cycling test and supply voltage switching test | (1) Product shall be subjected to - 10 C for 1 hrs, then switch to 50 C for 1 hrs. Total 5 cycles (2) 30 Sec On and 30 Sec off. For 12500 cycles At the end of test as per (1) and (2), no visual damage shall be observed and lamp shall alight for more than 15 min after test. | IS 16102(Part 2) |
| 32 | Accelerated operational life test. | Product shall be operated continuous for 6000hrs. Test has to conduct at 45 °C. At the end of test, no visual damaged shall be observed and lamp shall alight for more than min after test. | |
| 33 | Adequate di-electric protection. | (Isolation - minimum 1.5 KV di-electric resistance) to be provided in the bulb design to prevent any possibility of electric shocks to user from | |

Test Certificate for the parameters given above from a NABL/ILAC/APLAC certified Laboratory as per standard testing protocol is to be submitted.

Delivery schedule:

The seller/contractor has to deliver full ordered quantity within 90 days from the date of issuance of letter of award invariably. No extension will be allowed thereon.

DECLARATION FORM

To

**Chief General Manager
Commercial & EE
APDCL, Guwahati**

Sir,

Having examined the above specifications together with the Tender terms and conditions referred to therein.

- 1- I / we the undersigned do hereby offer to supply materials covered thereon in complete shape in all respects as per the rules entered in the attached contract schedule of prices in the tender.
- 2- I / we do hereby undertake to have the materials delivered within the time specified in the tender.
- 3- I / we do hereby guarantee the technical particulars given in the tender supported with necessary reports from concerned authorities.
- 4- I / we do hereby certify to have furnished a copy of the tender specifications by remitting Cash/ Demand draft & this has been duly acknowledged by you in your letter No.....Dt.....
- 5- I / we do hereby agree to furnish the composite Bank Guarantee in the manner specified / acceptable by APDCL & for the sum as applicable to me / us within Ten days of issue of Letter of intent / Purchase Order, in the event of Purchase order being decided in my / us favour , failing which I / we clearly understand that the said LOI / P.O. shall be liable to be withdrawn by the Procurer

Signed this.....Day of.....2018

Yours faithfully,

(Signature of the Bidder with Seal)

(This form should be duly filled up & signed by the bidder & submitted along with the original copy of the bid)

ANNEXURE-II

SELF DECLARATION FORM

Name of the Procurer: -----

Tender Notice No: -----

Sir,

1. I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default in supply of material / equipment or in the performance of the contract entrusted to us in any of the Electricity Utilities of India.
2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the Procurer.

Yours faithfully,

Place-

Date-

Signature of Bidder with seal

(This form shall be duly filled-up and signed by the bidder & submitted along with the original copy of the Bid.)

ANNEXURE - III

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT, PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this ____ day of _____ by us the _____ Bank at _____ P.O. _____ P.S. _____ Dist _____ State _____

Whereas APDCL, Corporate Office: Bijulee Bhawan, Guwahati, - 781001 (here in after called "the Procurer") has placed Purchase Order No. _____ Dt. _____ (hereinafter called "the Agreement") with M/s _____ (hereinafter called "the Bidder") for supply of ____ Nos. of 9 Watt LED Bulbs in _____ numbers of pre-designed packet and whereas APDCL has agreed (1) to exempt the Contractor from making payment of security deposit, (2) to release 100% admissible payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the APDCL a composite Bank Guarantee of the value of 10% (ten percent) of the Contract price of the said Agreement.

1. Now, therefore, in consideration of APDCL having agreed (1) to exempt the Contractor for making payment of security deposit, (2) to release 100% payment to the Contractor and (3) to exempt from furnishing performance guarantee in terms of the said Agreement as aforesaid, we the _____ Bank, Address _____ (code No. _____) (hereinafter referred to as "the Bank") do hereby undertake to pay to the APDCL an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by APDCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, the _____ Bank do hereby undertake to pay the amounts due and payable under the guarantee without any demur, merely on a demand APDCL stating that the amount claimed is due by way of loss or damage caused to or suffered by APDCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by the reason of any breach by the said Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____) only.

3. We, the _____ Bank also undertake to pay to APDCL any money so demanded not withstanding any dispute or dispute raised by the Contractor(s) in any suit or proceeding instituted/ pending before any court or Tribunal relating thereto our liability under this Agreement being absolute and irrevocable.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contain shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and it shall continue to remain in force endorsable till all the dues of APDCL under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till APDCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee and will not be revoked by us during the validity of the guarantee period.

Unless a demand or claim under this guarantee is made on us or with _____

_____ **(Local Bank Name, address and code No.)** _____, Guwahati in writing on or before _____ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank further agree that APDCL 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 Agreement or to extend time of performance by the said Contractor(s) 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 part of APDCL or any indulgence by APDCL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6. The Guarantee will not be discharged due to change in the name, style and constitution of the Bank and or Contractor(s).

7. We, the _____ Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of APDCL in writing.

Dated _____ the _____ day of Two thousand _____ .

Notwithstanding anything contained herein above.

Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only.

The Bank Guarantee shall be valid up to _____ only. **(39 months from the date of award)**

We or our Bank at Guwahati (**Name & Address of the Local Bank**) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Guwahati a written claim or demand and received by us or by Local Branch at Guwahati on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For _____

(indicate the name of the Bank)

- N.B.:
- (1) Name of the Contractor:
 - (2) No. & date of the Purchase order / agreement:
 - (3) Amount of P.O. :
 - (4) Name of Materials:
 - (5) Name of the Bank:
 - (6) Amount of the Bank Guarantee:
 - (7) Name, Address and Code No. of the Local Branch:
 - (8) Validity period or date up to which the agreement is valid:
 - (9) Signature of the Constituent Authority of the Bank with seal:
 - (10) Name & addresses of the Witnesses with signature:
 - (11) The Bank Guarantee shall be accepted only after getting confirmation from the respective Banks.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)**

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No.----- Dated ----- of APDCL for the purchase of _____ (name of Material)

M/s _____ Address _____

_____ wish/wished to participate in the said tender and as the Bank Guarantee for the sum of Rs. _____ [Rupees _____ Valid for a period of days (in words) is required to be submitted by the Bidder.

1. We the _____ [Indicate the Name of the Bank] [Hereinafter referred to as 'the Bank'] at the request of M/S _____ [Herein after referred to as supplier (s)] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by APDCL an amount not exceeding Rs. _____ to the APDCL, without any reservation. The guarantee would remain valid up to 5.00 PM of _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from M/s _____ on whose behalf this guarantee has been issued.

2. We the _____ [Indicate the name of the bank] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the APDCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the APDCL by reason of any breach by the said supplier [s] of any of the terms or conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in wards)

3. We, the _____ Bank undertake to pay the APDCL any money so demanded not withstanding any dispute or disputes so raised by the supplier [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for making such payment.

4. We, the _____ Bank [Indicate the name of the bank] or our local branch at Guwahati further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of [120 days from the bid submission date] days and it shall continue to be so enforceable till all the dues of the APDCL under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till APDCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier [s] and accordingly

discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the [150 days from the bid submission date](date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____Bank [Indicate the name of the bank] or our local branch at Guwahati further agree that the APDCL shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Supplier [s] from time to time or to postpone for any time or from time to time any of the powers exercisable by the APDCL against the said supplier [s] and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Supplier [s] or for any forbearance act or omission on the part of the APDCL or any indulgence by the APDCL to the said Supplier[s] or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the supplier [s].

6. We, the _____Bank or our local branch at Guwahati lastly undertake not revoke this Guarantee during its currency except with the previous consent of the APDCL in writing.

7. We, the_____ Bank further agree that this guarantee shall also be invokable at our place of business at Guwahati (**detail address of local branch with code no.**) in the State of Assam.

Dated _____ Day of _____ 2018.

Witness ((Signature, names & address)

For_____ [Indicate the name of Bank]

1. Power of Attorney No._____

2 Date: _____

SEAL OF BANK

Note: The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.

**FORM OF EXTENSION OF BANK GUARANTEE
(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)**

Ref. No. _____

Date: _____

**Chief General Manager
Commercial & EE
APDCL, Guwahati**

Dear Sirs,

Sub: Extension of Bank Guarantee No. _____ for Rs. _____ favouring yourselves expiring _____ on account of M/s. _____ in respect of contract No. _____ dated _____ (hereinafter called original bank guarantee).

At the request of M/s. _____ we _____ bank Branch office at _____ having its head office at _____ do hereby extend our liability under the above mentioned guarantee No. _____ Dated _____ for a further period of _____ Years/months from _____ to expire on _____ except as provided above, all other terms and conditions of the original bank guarantee No. _____ dated _____ shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

For _____

Manager/Agent/Accountant

Power of Attorney No. _____

Date: _____

SEAL OF BANK


Note: The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.

Enclosure-I

| Name of El. Sub-division /Division/Circle | No. of boxes with 4 bulbs as mentioned |
|--|---|
| Goalpara | 8500 |
| Damra | 28000 |
| Dhupdhara | 18000 |
| Lakhipur | 36000 |
| Mancachar | 24000 |
| Goalpara Division | 114500 |
| Bongaigaon-I | 6000 |
| Bongaigaon-II | 24000 |
| Abhayapuri | 44500 |
| Bijni | 40000 |
| Bongaigaon Division | 114500 |
| IRCA TOTAL | 0 |
| BONGAIGAON TOTAL | 229000 |
| APDCL Total:: | 229000 |


Enclosure-II

MUKHYA MANTRI AKASHDEEP YOJANA
ASSAM POWER DISTRIBUTION COMPANY LTD.
GOVERNMENT OF ASSAM



APDCL

LED BULB




APDCL

মুখ্যমন্ত্রী আকাশদীপ যোজনা

"NOT FOR SALE. Government of Assam Initiative"
FOR PERSONAL USE ONLY. Violators will be prosecuted

Mukhya Mantri Akashdeep Yojana
মুখ্যমন্ত্রী আকাশদীপ যোজনা




স্বপ্নস্বপ্ন কোম্পানী
শুভি-৯৩১ (১৯৯১) অসম

Assam Power Distribution Company Ltd.
A DEMAND SIDE MANAGEMENT INITIATIVE

Corporate Office: Bijuwa Bazar, Palasa Bazar, Guwahati, Assam, PIN: 781001
www.apdcl.org

Mukhya Mantri Akashdeep Yojana
মুখ্যমন্ত্রী আকাশদীপ যোজনা



স্বপ্নস্বপ্ন কোম্পানী
শুভি-৯৩১ (১৯৯১) অসম

APDCL

Comparison between LED bulb and high consuming Incandescent bulb


| Usage | Incandescent | LED | Savings with LED in ₹ |
|-----------|--------------|---------|-----------------------|
| 60 watts | 90 watts | 9 watts | 81 |
| 1 hour | 0.30 | 0.04 | 0.27 |
| 100 hours | 29.70 | 3.47 | 26.23 |
| 200 hours | 59.40 | 6.94 | 52.46 |
| 300 hours | 89.10 | 10.41 | 78.70 |

Save up to 80% on your monthly electricity bill by using LED bulbs.

Technical Information

Wattage : 9W
Luminous flux : 800Lm
CCT : 5700K/6500K
CRI : > 80
Rated Voltage : 220-240V
Rated Frequency : 50Hz
Rated Current : 0.050A
Weight : < 75 gms
Beam Angle : > 120°
Rated Life Min : 25,000 hrs(L70)
Lumen Maintenance Category : F50
Code 1

Conforming to IS 16102 - Part 1
Made in India



Item Wise BoQ

(Produces here for illustration purpose; to be filled in online)

Tender Inviting Authority: Chief General Manager (Com & EE), APDCL

Name of Work: Supply of 9 Watt LED Bulbs under MUKHYA-MANTRI AAKASH DEEP YOJANA (MMADY)

e-TENDER NOTICE No.APDCL/CGM(Com &EE)/MMADY/Bid/Pkg-8/2018/19 Dated 31.10.2018

| Name of the Bidder/ Bidding Firm / Company : | | | | | | | | |
|---|---|----------|---------------------|---|--|--|--|-----------------------|
| PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) | | | | | | | | |
| NUMBER # | TEXT # | NUMBER # | TEXT # | NUMBER # | NUMBER | NUMBER # | NUMBER # | TEXT # |
| Sl. No. | Item Description | Quantity | Units | Base price per unit inclusive of all expenses but exclusive of GST(IGST/SGST/CGST/UGST) on F.O.R destination basis in Rs. P | GST(IGST/SGST/CGST/UGST) component per unit in Rs. P | Total price per unit inclusive of all expenses and taxes on F.O.R destination basis in Rs. P | Total amount inclusive of all expenses and taxes on F.O.R destination basis in Rs. P | TOTAL AMOUNT In Words |
| 1 | 2 | 3 | 4 | 5 | 6 | 7=5+6 | 8=3x7 | 9 |
| 1 | Item : | | | | | | | |
| 1.01 | 9 Watt LED Bulb as per Technical Specification mentioned herein in pack of pre-designed boxes each containing 4 LED bulbs | 229000 | In boxes of 4 bulbs | | | | | |
| Total in Figures | | | | | | | | |
| Quoted Rate in Words | | | | | | | | |