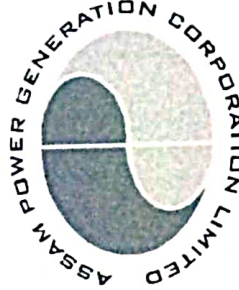


Assam Power Generation Corporation Limited

Office of the General Manager, LTPS, APGCL, Maibella,
P.O. Suffry, Dist. Charaideo, Assam, Pin-785689.

e-mail: gm-ltps@apgcl.com

Tele-Fax: 03772-254322



TENDER NOTICE NO: 99 of 2020-21 of LTPS

Name of Work:

Refilling, Servicing, Commissioning & Testing of the existing fire fighting cylinders including supply of chemicals, accessories, etc. at LTPS, APGCL, Maibella.

Cost of Tender: Rs. 1000/- + applicable GST

OBJECTIVE:

Lakwa Thermal Power Station (LTPS) and Lakwa Replacement Power Project (LRPP) are two natural gas based Power generating Station located at Maibella under Charaideo district, Asam. LTPS consisting of two power houses (Ph-II & Ph-III) with total installed capacity of 97.2 MW. LRPP consisting of 07 nos. of Gas Engines with total installed capacity of 70 MW. All the Gas, Steam Turbines and Engines are run in synchronization with the National Grid. The Phase-II Power House of LTPS has 03 nos. of GE/BHEL make Frame 5 Gas Turbine Units: Model MS 5001. The Phase-III Power House of LTPS has 01 no. of BHEL make Stream Turbine Unit which uses waste heat of GE/BHEL make Gas Turbines as fuel. The LRPP has 07 nos. of Wartsila India Pvt. Ltd and Wartsila Finland make Gas Engine of 10 MW each. The fuel, i.e., Natural Gas, for the gas turbine and Gas Engines units is compressed to required pressures by using Gas Compressors. The power evacuation from LTPS to the national grid is done through various 132 KV feeders.

Fire Fighting Systems comprising of CO₂ (Project Gas Cylinders) and N₂ (Operating Pilot Gas Cylinders) are used in the individual Gas Turbines and Generators of Ph-II Powerhouse; Steam Turbine of WHRP to evade any untoward fire hazard. In due course of time, few of these fire fighting cylinders have become either fully or partially empty or their Fire Fighting material have expired. Hence, to keep the system in operation and considering the safety of the plant, it is intended to refill these empty cylinders as per statutory norms. In addition, It is also intended to replace a few damaged fittings of the existing Fire Fighting Cylinders for their safe and proper operation.

(A) GENERAL

The General Manager, LTPS, APGCL invites sealed tender from reputed Manufacturer or Manufacturer's Authorized Supplier for the work:

"Refilling, Servicing, Commissioning & Testing of the existing fire fighting cylinders including supply of chemicals, accessories, etc. at LTPS, APGCL, Maibella."

The details are given below:

Tender fee (Non-refundable)	Rs. 1000/- + applicable GST (Rupees One Thousand only plus applicable GST) in the shape of Demand Draft duly pledged in favour of the Asstt. General Manager (F&A.), LTPS, APGCL, Maibella-785689.
Earnest Money Deposit (EMD)	EMD @2% of the total quoted value in the shape of Demand Draft of any Nationalized Bank duly pledged in favour of the Asstt. General Manager (F&A.), LTPS, APGCL, Maibella-785689.
Date of issue of tender paper	From 25/02/2021 to 04/03/2021 (working days between 10:00 Hrs. to 16:00 Hrs)
Last date of submission of Tender	Up to 14:00 hrs of 05/03/2021.
Date & Time of Tender Opening Technical & Price bid:	At 16:00 hrs on 05/03/2021.

The tender documents (non-transferable) can only be obtained from the office of the General Manager, LTPS, APGCL by submission of Demand Draft of Rs. 1000/- + applicable GST (Rupees One Thousand only plus applicable GST) duly pledged in favour of the **Asstt. General Manager (F&A), LTPS, APGCL, Maibella.** The Tender document may also be downloaded from the APGCL's website (www.apgcl.org) in which case the Tender fee has to be submitted along with the Technical & Price Bid in the shape of Demand Draft duly pledged in favour of the **Asstt. General Manager (F&A), LTPS, APGCL, Maibella.**

(B) INTENT OF SPECIFICATION:

The tender specification is intended to furnish the scope of work, material specification as well as to inform other commercial requirement to be furnished by the bidders along with their bid documents.

(C) ELIGIBILITY OF BIDDER:

- (i) The bidder must be a **Manufacturer or Manufacturer's Authorized Supplier** of fire extinguishers. Documentary evidence in this regard is to be submitted along with the

- bid. In case the bidder is not a manufacturer of fire extinguishers, necessary authorization certificate from the Manufacturer to the bidder must be furnished along with the technical part of the bid, without which the submitted bid may not be accepted at this end.
- (ii) The bidder must have the experience of carrying out similar at least 02 works of refilling Fire Fighting Cylinders during the last 05 (five) financial years. Documentary evidence in regards to past experience (e.g., copies of Work Order/Work Completion Certificate) issued to the bidder by clients must be submitted along with the technical part of the submitted bid. Without the above stated documents, the bidder's experience will not be acknowledged. Further, the intending bidder must fulfill all the requisite clauses of tender.
- (iii) **Financial capability:** The bidder must have financial capability of carrying out the work. The bidder must furnish documentary evidence (for the instance of work completion certificate) for undertaking similar work amounting to not less than Rs 5.0 lakhs during the last 05 (five) financial years. Bidder is to furnish last financial year's balance sheet and profit & loss statement in support of their financial capability.

(D) SCOPE OF WORK:

- i) **Refilling, Servicing, Commissioning & Testing of the existing fire fighting cylinders including supply of chemicals, accessories, etc. at LTPS, APGCL, Maibella.**

The list of Fire Fighting Cylinders and other auxiliaries is given below:

Sl. No.	Description of Fire Extinguisher	Qty (No.)
01	CO ₂ Gas Cylinder, capacity: 45 Kg	78
02	CO ₂ Gas Cylinder, capacity: 22.5 Kg	40
03	Operating pilot N ₂ Gas Cylinder, capacity: 4 Kg	02
04	Operating pilot N ₂ Gas Cylinder, capacity: 2 Kg	06
05	Safety valve with inner lock for 45 Kg capacity cylinder	78
06	Safety valve with inner lock for 22.5 Kg capacity cylinder	40

- ii) **Testing and demonstration of refilled fire fighting cylinders are to be done as per clause 24 of this tender.**

Note: The offered price of bidder must include charges for supply of fire fighting chemicals and accessories and refilling, servicing & testing of the existing fire fighting cylinders only. **Bidders are specifically requested to visit LTPS (on working days only) for assessment of accessories that will be required for complete commissioning of the fire fighting cylinders. During execution of the work, any additional accessories, if required, for successful completion of the work shall entirely be at bidder's scope.**

Any other expenses that may be incurred during execution of the above work shall be at bidder's scope and APGCL will not take cognizance of such addition expense.

(E) TERMS & CONDITIONS:

The bidder must adhere to all the below mentioned clauses of this tender document and the tender must be submitted as per instructions given in clause G below, in the absence of which the submitted tender of the bidder may not be considered for evaluation at this end.

The clauses under the head-'Terms & Conditions' are given below:

1. **Firm Price:** The basic price(s) quoted by the bidder shall be firm without any variation in any way till completion of the work (supply) in full. The bidder must state all the taxes & duties, freight, insurance, etc., as applicable, clearly in the Price-Bid of the submitted tender.
 - a) **Terms of Payment:**
 - b) 100% payment including all taxes and duties shall be made after successful completion of the entire work in full & good condition at LTPS site and subjected to fulfillment of Performance Bank Guarantee Clause of this tender.
 - c) The bidder shall submit the bill in quadruplicate for payment.
 - d) Price quoted shall be LTPS basis.
2. **Guarantee:** The material(s) supplied shall be guaranteed for a period of 12 months from the date of installation or 18 months from the date of receipt whichever is earlier. Free

replacement of the material(s) shall have to be made for any defect/improper functioning that may develop under normal use during the guarantee period. The free replacement should be made within a reasonable time period as determined and directed by the Undersigned.

3. Work completion Period:

The work completion period is **15 days** from the date of issue of formal work order. The material(s) shall be delivered at LTPS site. Liquidated damage due to delay in work completion shall be levied as per the Liquidated Damage Clause of this tender.

4. Performance Bank Guarantee:

On receipt of the formal Order, the successful bidder shall have to furnish a Performance Bank Guarantee from Nationalized Bank/ Scheduled Bank of RBI for an amount equivalent to 10% of the total order value including taxes and duties before releasing payment. The BG shall be released after expiry of the Guarantee period as mentioned in Clause 'E2'.

5. Liquidated Damage:

In case of delay in work completion of ordered works beyond the work completion period as mentioned in clause 'E3', a penalty @1% (one percent) of the total value of the undelivered materials (work) or materials (work) delivered late per week delay subjected to maximum of 10% (ten percent) of the total value of the undelivered material (work) will be imposed upon the Contractor. This is, however, subject to Force Majeure clause as given in "General Condition for Supply & Erection of APGCL". The payment of liquidated damage shall not in any way relieve the Contractor from any of its obligation to complete the work or from any other obligation and liabilities of the Contractor under the Contract.

6. Validity of the Offer:

The Offer shall be valid for a period of 120 (one hundred twenty days) from the date of opening of the technical bid.

7. Insurance:

Insurance of the supplied material(s) shall be done by the Contractor on APGCL's behalf.

8. Work Execution Standard: The work shall be carried out as per **relevant IS** and original manufacturer's recommendations.

9. Test Certificate: Manufacturer's Test Certificate of the supplied chemicals & accessories must be submitted during delivery. The certificate of BIS of the materials must be submitted.

10. Manufacturing/Expiry Date: The supplied package must bear clearly the date of manufacturing, expiry and the **BIS stamp** of the chemicals without which the materials will not be accepted at this end.

11. Testing & Demonstration:

- a. **Hydrostatic Test of CO₂ cylinders** that will be refilled are to be performed before refilling as per statutory norms. Hydrostatic Test certificate to be provided by the vendor from the approved certifier. The Hydrostatic Test shall be chargeable basis and must be included in the offer. The charges for the above Hydrostatic Test of CO₂ cylinders shall also include any transportation charge for carrying the cylinders from LTPS site to Contractor's premise. **Note: Any damage occurring during the above Hydrostatic Test of cylinders and related accessories due to the Contractor's fault shall be replaced by the Contractor in full.**
- b. After refilling of all the cylinders, **Performance Tests** of each type of cylinders are to be performed up to the satisfaction of **designated testing committee.**
- c. The **above demonstration** of cylinders shall have to be done by the Contractor at site and no additional amount shall be borne by APGCL for the same. The testing committee will select cylinders on random basis for demonstration. In case, the cylinder fails in its **Performance Tests**, similar type another two cylinders will be randomly selected by the testing committee. **If both the cylinders' test performance is found satisfactory, then only the consignment will be accepted.**

In case, even one cylinder of the two fails to clear the performance test, then APGCL has the full right to reject the entire chemical of that type and the accessories (if supplied by the Contractor) installed with those cylinders. In such the Contractor is to replace the entire rejected consignment.

12. Cylinder Marking: After successful completion of refilling work, Contractor must affix the level on each cylinder showing details of Dates of Refilling and Expiry of the chemical.

13. Mandatory documents:

The bidder must furnish the following mentioned documents along with the submitted tender without which the submitted tender may not be considered for evaluation at this end:

- a. Signed & sealed copy of LTPS, APGCL Tender Document.
- b. Copy of PAN Card.
- c. Copy of valid GST Registration Certificate of the bidder's Firm.
- d. Documents related to bidder's eligibility and past experience as per clauses C & D of this document.
- e. Documents related to bidder's Firm: Certificate of registration of the Firm (in case of Solo Proprietor)/ Partnership Deed (in case of LLP)/ Certificate of Incorporation' together with Memorandum / Articles of Association (in case of Company), whichever is applicable.
- f. Any other document as sought in this tender.

14. Clarification and Additional Information:

During submitted bid's evaluation, APGCL may request bidder for any clarification on the submitted bid and/or documents related to the APGCL tender. Bidder shall submit the sought clarifications and/or document(s) within stipulated time period as determined by the undersigned. However, seeking clarification and document(s) during post-bid evaluation shall be on sole discretion of APGCL.

15. Earnest Money Deposit (EMD):

The bidder must submit the requisite EMD along with the bid. Bid received without requisite EMD will be rejected.

EMD @2% of the total quoted value in the shape of Demand Draft in original of any Nationalized Bank shall be submitted as Earnest Money, duly pledged in favour of the Asstt. General Manager (F&A), LTPS, APGCL. APGCL will refund the Earnest Money of the unsuccessful bidders directly to the bidders within a reasonable period of time without any interest. The EMD of the successful bidder shall be returned after submission of PBG (Performance Bank Guarantee) by the bidder.

16. OWNER'S RIGHT TO ACCEPT OR REJECT A BID:

APGCL reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, or to reject all bids with or without notice or reasons. Such decisions by APGCL shall bear no liability whatsoever consequence upon such decisions.

17. Award of Supply:

- a) The bidder whose bid is accepted by APGCL shall be issued Confirmed Order/Letter of Intent prior to expiry of bid validity. The bidder have to confirm his acceptance of the P.O. by return e-mail within 3 (three) days from receipt of work order at his end.
- b) APGCL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards of non-acceptance of their bids. Except for refund of EMD (without interest) to unsuccessful bidder, APGCL shall correspond only with the successful bidder.

18. Arbitration Clause:

All disputes or differences whatever so arising between the parties out of or relating to this Order shall be settled by arbitration as per clause 33.00 of "General Conditions for Supply and Erection of APGCL, 2014". The venue of arbitration shall be at Guwahati.

19. Other Terms: Any other terms & conditions not covered by above clauses shall be governed by "General Condition of Supply & Erection, 2014" of APGCL.

20. Jurisdiction: Subject to arbitration clause, all questions, disputes of differences arising under out of or in connection with the contract shall be subject the exclusive jurisdiction of Courts of Guwahati.

(F) GENERAL INSTRUCTIONS TO BIDDER:

1. One set of Bidding document (Tender document) will be issued from the office of the General Manager, LTPS, APGCL to intending bidder on submission of Rs. 1000/- + applicable GST (Rupees One Thousand only plus applicable GST) in the shape of Demand Draft duly pledged in favour of the **Asstt. General Manager (F&A), LTPS, APGCL, Maibella**. The Tender document may also be downloaded from the APGCL's website (www.apgcl.org) in which case the Tender fee has to be submitted along with the Bid in the shape of Demand Draft duly pledged in favour of the **Asstt. General Manager (F&A), LTPS, APGCL, Maibella**.
2. Bidder shall submit the tender document duly signed and stamped on each page of tender in token of his acceptance along with his bid.
3. Page number in the bottom of the entire bid document is mandatory.

4. Technical and Priced Bid:

This part shall contain technical and commercial bid and shall have to contain the following as mentioned below. This envelop shall comprise the signed copy of bidding document (Tender document), Drawings, Addendum (if any).

- a) Bidding document (Tender document)
- b) Power of Attorney in favor of authorized signatory of the Bidding document.
- c) Any other relevant document, bidder desires to submit.
- d) Priced part shall have to include all taxes and duties (if any). No stipulation, deviation, terms and conditions, presumption, etc shall be stipulated in Priced part of bid. APGCL shall not take cognizance of any such statement and may at their discretion reject such price bids. **Also, price quoted by the bidder must be in INR.**

6) Submission of Bid:

Technical & Priced part must be submitted in single **sealed** envelope. The outer cover should duly bear the Tender Number, date and time of opening of the bid along with address of the office.

7) Date and Time of Submission:

i) Bid must be submitted by the due date and time mentioned in the Notice Inviting Tender or any extension thereof as duly notified in writing by APGCL at the following address. Address to which bids are to be sent (by Speed Post/Courier/Regd. Post/By Hand, etc):

**The General Manager, LTPS, APGCL, Maibella,
P.O.- Suffry, Dist. Charaideo, Assam, PIN-785689.**

ii) **Bid received after the time and date fixed for receipt of bid is liable for rejection.**

8) Any change in tender clause or material specification, if arises on the basis of pre-bid discussion, such change(s) shall be published on APGCL website as Corrigendum/Addendum for necessary information to the bidders.

9) BID Opening:

Opening of Techno-commercial Bid:

- i) On the date and time mentioned in 'Notice Inviting Tender', the Technical and Priced Commercial Part will be opened in the office of the General Manager, LTPS, APGCL, Maibella, P.O.-Suffry, Dist. Charaideo, Assam, Pin-785 689.
- ii) In the event the specified date of bid opening is declared a holiday for APGCL, the bid shall be opened on the next working day at the specified time and location.
- iii) **Clarification and Additional Information:** During evaluation, APGCL may request bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one copy. However, seeking clarification shall be on sole discretion of APGCL.
- iv) **Bid of the bidder who submits the required Tender Fee & EMD shall be taken up for detailed evaluation.**

10) BID Evaluation Criteria:

Techno-commercial Part:



JB

- i) The Techno-commercial Part of bid shall be evaluated as per terms & conditions laid down in this tender and those in APGCL document "General Conditions for Supply & Erection, 2014".
 - ii) Bidders must ensure that complete bid along with all details as sought are submitted as per provisions of the bidding document.
 - iii) If any of the clauses of this Tender and Bid Evaluation Criteria (BEC) contradict the clauses of the document titled "General Conditions for Supply & Erection, 2014" of APGCL those in this Tender/BEC shall prevail.
11. Bidder must fill-up and submit the '**Annexure-A**' attached with this tender document along with the signed copy of the tender document in the submitted bid.
12. Consignee:

The Asstt. General Manager (Material Management),
Lakwa Thermal Power Station,
Assam Power Generation Corporation Ltd,
Maibella, P.O. Suffry-785689, Dist. Charaideo, Assam,
Ph: 03772 - 254323.
Email: gm-ltps@apgcl.com

The undersigned reserves the right to accept or reject any or all of the bids without assigning any reason thereof. He is not bound to accept the lowest rate also.

Encl.: Annexure-A


General Manager,
LTPS, APGCL, Maibella.


ANNEXURE – A

TECHNICAL BID

The bidders are requested to ensure that the following points/aspects in particular have been compiled within their offer failing which the offer is liable to be rejected.

1. Please tick (✓) the box, whichever is applicable, and cross (X) the box (es), whichever is/are not applicable (NA).
2. Please sign on each sheet.
3. This "Bid Information Sheets" duly filled in must be submitted along with the offer.

(A) COMMERCIAL

1.0 Whether requisite tender fee has been paid?

YES	NO	NA
-----	----	----

2.0 If so, furnish the following

- i) Demand Draft no. & date:.....
- ii) Name of the Bank:
- iii) Value:
- iv) Period of Validity:

3.0 Earnest Money Deposit (EMD):

i) Whether requisite EMD has been enclosed?

YES	NO	NA
-----	----	----

ii) If yes, furnish the following

- a) Demand Draft no. & date:.....
- b) Name of the Bank:
- c) Value:
- d) Period of Validity:

4.0 Whether the period of validity of the offer is as required in the tender document?

YES	NO
-----	----

5.0 If not, mention the extent of variation:
(You can use extra sheet also)

Extent of variation

6.0 Has the bidder given the details of parties to whom the bidder has supplied materials in past:

YES	NO	NA
-----	----	----

7.0 Is the offer being sent by Regd. Post, Courier Services or proposed to be dropped in Tender Box?

Sent by Speed/Regd. Post

YES	NO
-----	----

Sent by Courier Services

YES	NO
-----	----

Dropped in Tender Box

YES	NO
-----	----

8.0 Has it been ensured that there is no overwriting in the tender? Have corrections been properly attested by the person signing the tender?

YES	NO
-----	----

9.0 Has the tender been prepared in sufficient details clearly so as to avoid post tender opening clarifications?

YES	NO
-----	----

10.0 Acceptance of the following clauses in to:

JAL

- i) Guarantee clause:

YES	NO
-----	----
- ii) Performance Bank Guarantee clause:

YES	NO
-----	----
- iii) Terms of Payment clause:

YES	NO
-----	----
- iv) Work Completion Period including Liquidated damage clause:

YES	NO
-----	----
- v) Arbitration clause:

YES	NO
-----	----

(B) TECHNICAL

- 1.0 Whether the product(s) quoted bear(s) 'ISI' or equivalent quality monogram?

YES	NO
-----	----
- 2.0 Whether the materials being offered fully conform to the tender technical specifications?

YES	NO
-----	----
- 3.0 If not, specify the extent of deviation and how it is suitable to APGCL's requirement:
(Use separate sheet to explain)

YES	NO	NA
-----	----	----

(C) BIDDER'S PAST SUPPLIES PROFORMA

SL. No.	NAME AND ADDRESS OF CLIENT(S)	BRIEF DESCRIPTION OF SUPPLIES	ORDER VALUE	REMARKS

NOTE: Relevant documents from client to be enclosed along with the above proforma.

(D) BIDDER'S INFORMATION PROFORMA

- 1.0 Status of the Bidder:

Manufacturer	Distributor	Re-seller
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- 2.0 If Distributor or Re-seller, whether the copy of authorization from manufacturer is enclosed?

YES	NO
-----	----
- 3.0 In case of Distributor or Re-seller, whether the manufacturer shall provide support till completion of the guaranteed period?

YES	NO
-----	----

.....
Signature and Seal of the Bidder

PRICE BID

1. Tender No.:
2. Tender Name:
3. Due Date:
4. Validity of the Bid:
5. Work Completion Period:
6. Payment Terms:

Sl. No.	Description of Fire Extinguisher	Qty	Rate (Rs)	GST (Rs)	Amount (Rs)
01	Cost of refilling of CO ₂ Gas Cylinder including supply of chemical, capacity: 45 Kg	78 No.			
02	Cost of refilling of CO ₂ Gas Cylinder including supply of chemical, capacity: 22.5 Kg	40 No.			
03	Cost of refilling of operating pilot N ₂ Gas Cylinder including supply of chemical, capacity: 4 Kg	02 No.			
04	Cost of refilling of operating pilot N ₂ Gas Cylinder including supply of chemical, capacity: 2 Kg	06 No.			
05	Cost of testing & commissioning of the system complete in all respect	01 Job			
06	Cost of safety valve with inner lock for 45 Kg capacity cylinder	78 No.			
07	Cost of safety valve with inner lock for 22.5 Kg capacity cylinder	40 No.			
Total					

NOTE:

1. The above prices shall be firm without any variation in any way till completion of the work in full.
2. Statutory charges/taxes & duties, freight, etc. which will not be borne by the bidder must specifically be indicated in the above format, failing which the bidder shall bear the same and APGCL will not be liable for payment of such charges.
3. Use additional sheets if required.

.....
Signature and Seal of the Bidder