

ASSAM ELECTRICITY GRID CORPORATION LIMITED

Regd. Office: 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati – 781001

CIN: U40101AS2003SGC007238

Ph:- 0361-2739520/Fax:-0361-2739513 Web: www.aegcl.co.in



BID IDENTIFICATION NO: AEGCL/DGM/LAC/TT/TLS-69/2023/694 (R) ; Dated: 05.10.2023

Bidding Document
For

Supply and installation of 45Kg CO2 fire suppression used for fire protection of the transformer at 132/33KV Chandrapur GSS, AEGCL.

**DEPUTY GENERAL MANAGER,
LOWER ASSAM T&T CIRCLE, AEGCL
NARENGI, GUWAHATI-26.**

SECTION - 1
INSTRUCTION TO BIDDER

1.1.0 SCOPE OF BID :-

1.1.1. The Deputy General Manager, Lower Assam T&T Circle, AEGCL on behalf of Assam Electricity Grid Corporation Ltd, hereinafter referred to as AEGCL or Purchaser invites sealed tenders in prescribed form, from reputed firms/ contractors/ manufacturers with sound technical and financial capabilities for the following work. A single stage two envelope procedure (Techno-Commercial and Price Bid) will be adopted for this tender.

a) **NAME OF WORK :- Supply and installation of 45Kg CO2 fire suppression used for fire protection of the transformer at 132/33KV Chandrapur GSS, AEGCL.**

b) **ESTIMATED VALUE FOR THE WORK :- Rs. 1,58,120.00 (Rupees One Lakh Eighty Two Lakh Three Hundred and Eighty four) only including taxes.**

c) **Fund :- O&M HQ (LAR) for FY 2023-24**

d) **Key Dates :- Refer to NIT.**

e) **Bidding address :-**

O/o The Deputy General Manager
Lower Assam, T&T Circle, AEGCL,
Narengi, Guwahati-26

[e-mail: dgmmtc.guwahati@aegcl.co.in]

f) Bidders may obtain further information from the office of the Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati - 781026, Assam.

g) **Cost of Bidding :-** The bidder shall bear all costs associated with the preparation and submission of its bid and AEGCL will in no case be responsible or liable for those costs. **The cost of the tender paper is Rs. 500/- (Rupees Five Hundred) only to be pledged in favour of "AEGCL, Guwahati" (in the form of A/C payee DD/Bankers Cheque).**

1.2.0 BIDDING PROCEDURE :-

Two envelope bidding procedure will be adopted. Bidders are to submit two sealed envelopes simultaneously, one containing the technical & Commercial proposal, Part-I (Technical & Commercial Bid), and the other containing the price proposal Part-II (Price Bid), enclosed together in one sealed envelope. Initially, only the Part-I bids shall be opened. Part-I proposals submitted by bidders, which do not conform to the specified requirement, may be rejected as deficient bids. The Part-II (Price Bid) proposals of technically qualified bidders will be opened at a date and time, which will be informed to all the qualified bidders of Part-I.

1.3.0 SCOPE OF WORK :-

1.3.1 The brief description of the scope of work covered under this bidding document is furnished below:

- a) Design, engineering, manufacture, assembly and testing at manufacturer's works of 45Kg CO2 fire suppression system to be used for fire protection of transformer along with the arrangement of the entire piping system as specified in the BoQ. All technical requirements shall have to meet the latest relevant codes and standards.
- b) Loading at manufacturer's works, transportation, delivery and installation at specified Substation, including unloading at destination site.
- c) It is also the responsibility of the Supplier to obtain any road permits and any other permits or licenses as may be required to execute the works.
- d) Freight & Transit Insurance, storage at the site and site insurance of all materials at site shall be in the scope of the contractor.

1.3.2 The Bill of Quantities for indicative purposes is furnished in Price Schedules.

1.3.3 The bidder on its own responsibility may visit and examine the Site of Works and its surroundings and obtain information that may be necessary for preparing the bid. Any permits or licenses that may be required to execute the works should also be obtained by the contractor.

1.3.4 The items mentioned in this Annexure shall only be used while quoting the bid prices. Any other items not specifically mentioned in the specification but which are required for installation, testing, commissioning and satisfactory operation of the

equipment as per Indian Standards/IE Rules/IE Act and concerned authority regulations are deemed to be included in the scope of the specification and no deviation in this regard shall be accepted.

- 1.3.5 No modifications/additions/ deletions shall be made by the bidder to the items and quantities given in these schedules.
- 1.3.6 The successful bidder will be expected to complete the works within **3 (Three) months from the date of work commencement order**. Bidders should note that time is the essence of this bid.

1.4.0 ELIGIBILITY CRITERIA OF THE BIDDER:

- 1.4.1 A Bidder may be a private entity or a government-owned entity. However, **no Joint Venture Bid shall be allowed**.
- 1.4.2 A Bidder shall have Indian nationality. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of Republic of India.
- 1.4.3 **The Bidder may be a manufacturer or an authorized dealer/distributor/agent of the manufacturer. The Bidder who is not a manufacturer of equipment(s) as required for in this bid for execution of the works shall submit a certificate of being an authorised dealer/distributor/agent of the manufacturer.**
- 1.4.4 The Manufacturer must have at least 5 (five) years' experience of manufacturing and supplying, erection & commissioning similar rated equipment as on date of bid opening. The Bidder must furnish necessary information along with supporting documents (e.g., copy of contracts, performance & completion certificate, etc.) in support of this clause.
- 1.4.5 The Manufacturer of equipment must have designed, manufactured and tested as per IS/IEC or equivalent standard and supplied the equipment and which are in satisfactory operation for at least last 3 (three) years as on the date of bid opening. The Bidder must furnish necessary information along with supporting documents (e.g., copy of contracts, performance & completion certificate, valid type test reports etc.) in support of this clause.

NOTE: The bidder complying above requirements must submit with his bid the following documents to substantiate the requirements of this clause:

- i. Manufacturer must have production facility in India.
 - ii. Technical specifications of the equipment to be supplied.
- 1.4.6 AEGCL considers a **conflict of interest** to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Anticorruption Policy of Government of India and Government Of Assam. In pursuance Anticorruption Policy's requirement that Employer as well as bidders, suppliers, and contractors observe the highest standard of ethics. AEGCL will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process.
- 1.4.7 A firm that is under a declaration of ineligibility by the AEGCL or any Government Entity or PSU at the date of the deadline for bid submission or thereafter i.e. on or before contract signing date shall be disqualified. Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.

1.5.0 FINANCIAL CAPABILITY

- 1.5.1 Bidder will require to submit along with the bid the audited balance sheets and other legal financial statements acceptable to AEGCL, for the latest year to demonstrate the current soundness of the Bidders financial position and its prospective long term profitability. As a minimum, an Applicant's net worth calculated as the difference between total assets and total liabilities should be positive. Wherever necessary the Employer may make enquiries with Bidder's bankers.
- 1.5.2 Average Annual Turnover : Minimum average annual turnover of atleast 50% of the total work value calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) Years.
- 1.5.3 Bidder must keep GST liabilities up to date and must submit the up-to-date GST return acknowledgement.

1.6.0 EQUIPMENT CAPABILITIES

- 1.6.1 The bidder should have assured access to supply of the items and shall demonstrate that he or his supplier has capable of, manufacture & supply of such material. Bidders are required to demonstrate that based on known commitments the materials will be available for use in the proposed contract.

1.7.0 EXPERIENCE:

- 1.7.1 Experience on similar nature of works under contracts in the role of manufacturers, contractor, subcontractor, or management contractor for at least the last 7 (Seven) years prior to the bid submission deadline.

- 1.7.2 Participation as manufacturer/ contractor Experience having successfully completed similar works during last 7 (seven) years ending last day of the month previous to the one in which applications are invited should be either of the following:
- (a) Three (3) similar completed works costing not less than 40% of total estimated cost.
 - (b) Two (2) similar completed works costing not less than 50% of total estimated cost.
 - (c) One (1) similar completed works costing not less than 80% of total estimated cost.
- 1.7.3 The Bidder must have experience of executing work of similar nature previously. The bidder must submit experience and completion certificate for scrutiny by AEGCL. Each of such project/ works should consist of completion certificate.
- 1.8.0 LITIGATION HISTORY**
Bidders shall submit details of all litigation, arbitration or other claims, whether pending, threatened or resolved in the last five years, with the exception of immaterial claims with a cumulative impact of not more than 10% of their total assets. The Employer may disqualify bidders in the event that the total amount of pending or threatened litigation or other claims represent more than 50% of their total assets.
- 1.9.0 DOCUMENTS COMPRISING THE BID**
- 1.9.1 The bid submitted by the bidder shall comprise two envelopes submitted simultaneously, one containing only the technical proposal and the other the price proposal.
- 1.9.2 **The Technical Bid submitted by bidders shall contain the following:**
- a) Bid Submission Sheet
 - b) Documentary evidence to establish that the Bidder meet the qualifying requirements in accordance with Clause 1.5.0.
 - c) Documents to be furnished as per Clause 1.9.3
 - d) The Bid Guarantee (Bid Security) in accordance with Clause 1.20.0 & its sub clauses of this Section.
 - e) All Bidding Schedules properly filled up including Price Bid Schedules.
 - f) All other information and documents in accordance with Clause 1.4.5 such as Guaranteed and Technical Particulars, type test reports, drawings, technical leaflets etc, as required in the Technical Specification
- 1.9.3 To establish its eligibility and qualifications to perform the contract, the bidder shall provide along with the above mentioned documents the following additional documents (mandatory) on qualifying requirements such as:
- a) *Copy of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.*
 - b) *Copy of valid Trade License (updated) issued by competent authority in the State of Assam or in the State where the bidder's business is registered*
 - c) *Copy of valid Labour Licence (updated) issued by competent authority in the State of Assam or in the State where the bidder's business is registered.*
 - d) *Copy of PAN card. The card must be in the name of firm, in case the bidder is a partnership Firm.*
 - e) *Copy of GST Registration Certificate as per Goods & Services Tax laws alongwith the latest GST return acknowledgement receipt..*
 - f) *Total monetary value of similar work performed by the bidder during last 7 (seven) years.*
 - g) *Experience in works of a similar nature and volume as mentioned in Clause 1.7.0, and details of works under way or contractually committed in AEGCL or any other organisation who may be contacted for further information on those contracts.*
 - h) *Qualifications and experience of key site management and technical personnel proposed for the Contract.*
 - i) *Reports on the financial standing of the Bidder, such as profit and loss statements and audited annual accounts of the company for the latest year including IT return acknowledgement.*
 - j) *Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources).*
 - k) *Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.*
- 1.9.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- 1.9.5 Notwithstanding anything stated herein above, AEGCL reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstance warrant such assessment in the overall interest of AEGCL.

1.10.0 DOCUMENTS ESTABLISHING CONFORMITY OF THE GOODS AND SERVICES

1.10.1 The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:

- a) A detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the Goods, in response to the Specification;
- b) A commentary on the Purchaser's Specification and adequate evidence demonstrating the substantial responsiveness of the plant and services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Purchaser in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

1.11.0 SITE VISIT

The interested bidders are advised to visit any grid substation of AEGCL and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. The costs of visiting the Site shall be at the bidder's own expense.

1.12.0 CLARIFICATION ON BIDDING DOCUMENTS :-

1.12.1 A prospective bidder requiring any clarification of the bidding documents may notify AEGCL in writing at the following address-

Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati-26

AEGCL will respond to any request for clarification which it receives earlier than 7 (**seven**) days prior to the deadline for submission of bids.

1.12.2 Verbal clarification and information given by AEGCL or its employee(s) or representative (s) shall not in any way be binding on AEGCL.

1.13.0 AMENDMENT OF BIDDING DOCUMENTS

1.13.1 At any time prior to the deadline for submission of bids, the AEGCL 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 issuing addenda.

1.13.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated through a notice in AEGCL's website to all purchasers of the bidding documents.

1.14.0 LANGUAGE OF BID

1.14.1 The bid, and all correspondence and documents related to the bid, exchanged between the bidder and AEGCL shall be written in the English language. Supporting documents and printed literature furnished by the bidder shall also be in English language.

1.15.0 BID FORM AND PRICE SCHEDULES

1.15.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents in the manner and detail indicated therein.

1.16.0 BID PRICES

1.16.1 Bidders shall give a breakdown of the prices in the manner and detail called for in the **Schedules of Prices**.

1.16.2 In the Schedules, Bidders shall give the required details and a breakdown of their prices, including all taxes, duties, levies, and charges payable as of twenty eight (28) days prior to the deadline for submission of bids, as follows:

- (a) Plant and equipment (**Schedules of Prices**) shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-shelf, as applicable). All taxes and duties taxes as applicable and freight and insurance shall be indicated separately.

1.16.3 Price Adjustment: Prices quoted by the Bidder shall be FIRM during performance of the contract. Duties and Taxes shall be adjusted, except there is variation due to changes in legislation of the Country.

1.17.0 INSURANCE

The Bidder shall insure the Works/Materials (in transit and at the site) in accordance with the requirements of General Conditions of Contract. The Bidder shall provide details of the policies that he intends to take out as part of his Bid submission. **The bid price shall include all costs in pursuance of fulfilling insurance liabilities under the contract.**

1.18.0 BID VALIDITY

- 1.18.1 Bids shall remain valid for a period of **180 (One Eighty)** days after the date of opening of Technical Bids.
- 1.18.2 In exceptional circumstances, prior to expiry of the original bid validity period, AEGCL may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 1.19.0 in all respects.

1.19.0 BID SECURITY (EARNEST MONEY)

- 1.19.1 The Bidder shall furnish, as part of its bid with the Technical Proposal, a bid security in the amount of **Rs. 3,200.00 (Rupees Three Thousand Two Hundred) only**.
- 1.19.2 For bidding procedure, participants must compulsorily pay the Bid Security / Earnest Money Deposit in the form of DD/Fixed Deposit/bank Guarantee/Banker's Cheque in favour of '**AEGCL, Guwahati**'.
- 1.19.3 Any bid not accompanied by an acceptable bid security shall be rejected as non-responsive.
- 1.19.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, against written request from the unsuccessful bidders.
- 1.19.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.
- 1.19.6 The bid security may be forfeited
- (a) if the bidder withdraws its bid, except as provided in Sub-Clause 1.24.1;
 - (b) if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 1.24. or
 - (c) in the case of a successful bidder, if it fails within the specified time limit to
 - (i) sign the Contract Agreement,
 - (ii) furnish the required performance security.
- 1.19.7 No interest shall be payable by AEGCL on the above bid guarantee.

1.20.0 ALTERNATIVE PROPOSALS BY BIDDERS

- 1.20.1 Bidders shall submit offers, which comply with the Bidding Documents, including the basic AEGCL's Requirements as indicated in the bidding documents. Alternatives will not be considered. The attention of bidders is drawn to the provisions of Clause 1.29.0 regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

1.21.0 FORMAT AND SIGNING OF BID

- 1.21.1 The bidder shall prepare one original and two copies of the bid proposal, clearly marking each one as: "ORIGINAL- BID PROPOSAL, etc as appropriate. In the event of discrepancy between the original and any copy, the original shall prevail.
- 1.21.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 1.21.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by AEGCL, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 1.21.4 The Bidders must submit the Bid Guarantee in separate sealed envelope, super-scribed as under:
"BID GUARANTEE (Name of the Package)"
- 1.21.5 The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 1.21.6 Bids by Corporation / Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company in the matter.
- 1.21.7 A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected.
- 1.21.8 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.

- 1.21.9 The Bidder's name stated on the proposal shall be exact legal name of the firm
- 1.21.10 Bids not conforming to the above requirements of signing may be disqualified.
- 1.21.11 If the outer envelope is not sealed and not marked as above, AEGCL will assume no responsibility for the misplacement or premature opening of the bid.
- 1.21.12 The Bid must be accompanied with requisite BID SECURITY in a separate sealed cover.
- 1.21.13 The Bidders have the option of sending the Bids by post/courier or in person. Bids submitted by Telex/ Telegram/Fax will not be accepted. No request from any Bidder to AEGCL to collect the proposal from Airlines/Cargo Agents etc shall be entertained by AEGCL.
- 1.22.0 DEADLINE FOR SUBMISSION OF BIDS**
- 1.22.1 Bids must be received by AEGCL at the address specified above no later than refer to NIT.
- 1.22.2 AEGCL may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 1.13.0, in which case all rights and obligations of AEGCL and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.
- 1.23.0 LATE BIDS**
- 1.23.1 Any bid received by AEGCL after the deadline for submission of bids prescribed in Clause 1.22.0 will be rejected and returned unopened to the bidder.
- 1.24.0 WITHDRAWAL OF BIDS**
- 1.24.1 The bidder may withdraw its bid after bid submission, provided that written notice of the withdrawal is received by AEGCL prior to the deadline for submission of bids.
- 1.24.2 The bidder's withdrawal notice shall be prepared, sealed, marked and delivered with the envelopes additionally marked "WITHDRAWAL".
- 1.24.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Sub-Clause 1.18.0 may result in the forfeiture of the bid security pursuant to Sub-Clause 1.19.6.
- 1.25.0 OPENING OF BIDS**
- 1.25.1 AEGCL will open the Technical Bids (Part-I), in the presence of bidders' representatives who choose to attend; at the following location:
Deputy General Manager.
LA T&T Circle, AEGCL, Narengi
Guwahati-26
- The bidders' representatives who are present shall sign a register evidencing their attendance.
- 1.25.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 1.24.0 shall not be opened.
- 1.25.3 The bidders' names, the Bid Prices, the presence or absence of Bid Security, and such other details as AEGCL may consider appropriate, will be announced and recorded by AEGCL at the opening. The bidders' representatives will be required to sign this record.
- 1.26.0 PROCESS TO BE CONFIDENTIAL**
- 1.26.1 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 AEGCL's processing of bids or award decisions may result in the rejection of the bidder's bid.
- 1.27.0 PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**
- 1.27.1 Prior to the detailed evaluation of bids, AEGCL will examine the bids to determine whether they are complete and all documents as per Clause 1.9.0 are provided or not, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order and provides any clarifications and/or substantiation that AEGCL may require pursuant to Clause 1.27.0.
- 1.27.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents, without material deviation or reservation and includes the amendments and changes, if any. AEGCL may waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation or reservation, provided such deviation or reservation does not (i) affect in any substantial way the scope, quality or performance of the Works; (ii) limit in any

substantial way, inconsistent with the bidding document, AEGCL's rights or bidder's obligations under the contract; or (iii) whose rectification would affect unfairly the competitive position of other bidder's presenting substantially responsive bids.

- 1.27.3 Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by AEGCL and not included for further consideration.

1.28.0 CLARIFICATION OF BID PROPOSALS AND CONTACTING AEGCL

- 1.28.1 To assist in the examination, evaluation and comparison of Bids, AEGCL may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by mail, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by AEGCL in the evaluation of the bids in accordance with Clause 1.28.0.

- 1.28.2 Subject to Sub-Clause 1.28.1, no bidder shall contact AEGCL on any matter relating to its bid from the time of opening Bids to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of AEGCL, it should do so in writing.

- 1.28.3 Any effort by the bidder to influence AEGCL in AEGCL's evaluation of price proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

1.29.0 CORRECTION OF ERRORS

- 1.29.1 Price Proposals determined to be substantially responsive will be checked by AEGCL for any arithmetic errors. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of AEGCL there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

- 1.29.2 The amount stated in the Form of Bid for Price Proposal will be adjusted by AEGCL in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 1.19.6 (b).

1.30.0 EVALUATION AND COMPARISON OF BID PROPOSALS

- 1.30.1 AEGCL will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 1.27.0.

- 1.30.2 For equipments and materials, the comparison shall be of the ex-factory price of equipments and materials offered (such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated); plus the cost of transportation, local taxes and duties, civil works, installation and other services required under the contract with due corrections as per Clause 1.29.0, AEGCL's comparison will also include the costs if any, resulting from application of the evaluation procedures described in Sub-Clause 1.30.4.

- 1.30.3 AEGCL will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, AEGCL will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

(a) Qualification

- (i) the determination will take into account the Bidder's financial and technical capabilities and past performance; it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 1.5.0 as well as such other information as AEGCL deems necessary and appropriate; and
- (ii) an affirmative determination will be a prerequisite for AEGCL to continue with the evaluation of the proposal; a negative determination will result in rejection of the Bidder's bid.

(b) Technical

- (i) overall completeness and compliance with AEGCL's Requirements; the technical merits of materials and equipments offered and deviations from AEGCL's Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;

(c) Commercial

- (i) Deviations and omissions from the contractual and commercial conditions as identified in the Bid.
- (ii) compliance with the time schedule called for in the Bidding Document and evidenced as needed in a milestone schedule provided in the bid; and

- (iii) the functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment.

1.30.4 Pursuant to Sub-Clause 1.30.4, the following evaluation methods will be followed:

- (a) **Time Schedule:** The plant and equipment covered by this bidding are required to be shipped, installed and the facilities completed within the period specified in Sub-Clause
Bidders submitting bids which deviate from the time schedule specified will be rejected.
- (b) **Deviations from the Bidding Document:**
Bidders shall base their Bid price on the terms & conditions specified in the Bidding Documents.
Bids with material deviations and omissions shall be rejected.
- (c) **Functional Guarantee of the facilities:**
Bidders shall state the functional guarantees (e.g. guaranteed performance or ratings or efficiency) of the proposed Goods in response to AEGCL's Requirements (Technical Specifications). Goods, Plant and equipment offered shall have a minimum performance (functional guarantees/ratings) specified in the Technical Specifications to be considered responsive. Bids offering Goods, plant and equipment with functional guarantees less than the minimum specified shall be rejected.

1.30.5 **Bid Evaluation Process for Abnormally Low Bids:**

The following methodology will be practiced for identification and treatment of the Abnormally Low Bids (ALB) in this tender process of AEGCL:

(a) Identification:

For the identification of the Abnormally Low Bids, two approaches as applicable shall be adopted:

- i. **Absolute Approach** when there is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is abnormally low.
- ii. **Relative Approach** is a statical comparison method which will be applied when there are more than five nos. of substantially responsive bids. A potential ALB is identified where the low Bid is more than one standard deviation below the average of substantially responsive bids received.

In this approach first the Average bid price is determined and then by deducting the standard deviation from the average bid price, potentially ALB may be determined.

(b) In case of ALB, the tender evaluation committee of the respective tenders shall undertake the following three stage review which are as follows:

- i. Identify ALB as per the step mentioned in Clause No.(a).(i) and 10.b).(ii) whichever is applicable.
- ii. Clarify and analyse the bidders resource inputs and pricing, including overheads, contingencies and profit margins. In that respect committee may seek the reference of the guidelines of World Bank, AIIB, ADB etc.
- iii. Decide whether to accept or reject the tender.

(c) Additional Performance Security in case of acceptance of ALB:

- i. If any abnormally low bid is accepted under point no. (b) (iii), after taking of additional performance security as per the assessment of the committee, however the total performance security should not have to exceed 20% of the total contract value.
- ii. The additional performance security shall be treated as part of the original performance security and shall be valid for a period coextensive with the applicable defect liability period of the contract.
- iii. Non submission of the additional performance security shall constitute sufficient ground to rejection of the bid and similar assessment shall be initiated for the next ranked bidder identified as ALB.

1.30.6 AEGCL reserves the right to accept or reject any variation or deviation. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to AEGCL shall not be taken into account in bid evaluation.

1.31.0 **AWARD**

1.31.1 AEGCL will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents provided that such bidder has been determined to be qualified in accordance with the provisions of the Bid.

1.32.0 **EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 1.32.1 Notwithstanding Clause 1.31.0, AEGCL 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 of the grounds for AEGCL's action. AEGCL is not bound to accept the offer of the lowest bidder.
- 1.33.0 NOTIFICATION OF AWARD**
- 1.33.1 Prior to expiration of the period of bid validity prescribed by AEGCL, AEGCL will notify the successful bidder by mail or by letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which AEGCL will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 1.33.2 The notification of award will constitute the formation of the Contract.
- 1.34.0 SIGNING OF CONTRACT AGREEMENT**
- 1.34.1 At the same time that it notifies the successful bidder that its bid has been accepted, AEGCL will send the bidder the Form of Contract Agreement incorporating all agreements between the parties.
- 1.34.2 Within **15 (fifteen) days** of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to AEGCL.
- 1.35.0 WARRANTY**
- 1.35.1 The contractor warrants that all goods are new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The term period of warranty shall mean the period of **18 months** from the date of the materials are received at site in good and acceptable condition. If during the period of warranty, any defect is found, the Contractor shall rectify all defects in design, materials and workmanship that may develop under normal use of the equipment upon written notice from the Purchaser who shall indicate in what respects the equipment is faulty. The rectification / free replacement must be carried out within a reasonable time period and at free of cost.
- 1.35.2 In the event of any emergency, where in the judgment of AEGCL, delay would cause serious loss or damages, repairs or adjustment may be made by the engineer or a third party chosen by the engineer without advance notice to the contractor and the cost of such work shall be paid by the contractor. In the event such action is taken by the engineer, the contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the contractor of his liabilities under the terms and conditions of the contract.
- 1.35.3 If it becomes necessary for the contractor to replace or renew any defective portions of the works, the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of eighteen (18) months from the date of such replacement or renewal.
- 1.35.4 The repaired or new parts will be furnished and erected free of cost by the contractor. If any repair is carried out on his behalf at the site, the contractor shall bear the cost of such repairs.
- 1.35.5 The acceptance of the equipment by the Employer shall in no way relieve the contractor of his obligation under this clause.
- 1.35.6 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the contractor and the engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 1.36.0 PERFORMANCE SECURITY (Contract Performance Guarantee)**
- 1.36.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a Nationalized Bank, in the form attached with the Bidding Document (Section -5) in favour of the AEGCL. The guarantee amount shall be equal to ten percent (10%) of the Contract Price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 90 (ninety) days after the end of Warranty Period.
- 1.36.2 In case the bidder fails to submit the Performance Security in the form of Bank Guarantee, an amount equivalent to 10% of the Contract Price shall be retained as Security Deposits which shall be retained up to 90 (ninety) days after the end of Warranty Period
- 1.36.3 The performance guarantee shall cover additionally the following guarantees to the owner:
- a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents.
 - b) The successful Bidder further guarantees that the equipment/material provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy must be guaranteed.

- 1.36.4. The Contract performance Guarantee will be returned to the Contractor without any interest at the end of warranty period and written request from the contractor.

1.37.0 TERMS OF PAYMENT

The terms of payment for the supply work shall be as follows

- i. No advance payment shall be made in this contract.
- ii. No claim for interest shall be entertained by AEGCL
- iii. The price is firm and no price variation shall be applicable.
- iv. First and final bill may be admissible on completion of the work in all aspects and acceptance of materials in full and good condition.
- v. Final payment shall be released to the contractor only after final acceptance by AEGCL.
- vi. Final bill must contain the original site register.
- vii. Payment shall be released against receipt of materials in full and good condition at site. The Bidder / Firm will have to be submitted the following Net Banking details.
 - a) Banker's Name & Branch
 - b) Account No
 - c) Banker's address
 - d) Banker's IFSC Code
 - e) Banker's RTGS Code

1.38.0 CORRUPT OR FRAUDULENT PRACTICES

- 1.38.1 It is required that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of the contracts. In Pursuance of this Clause AEGCL;

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior 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 Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by AEGCL if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

1.39.0 PENALTY FOR DELAYED EXECUTION

In the event of delay in completing the work extending beyond the date of completion or beyond the extended date, if any, permitted by the Board, the contractor shall pay as agreed liquidated damage and not as a penalty a sum equal to 1% of the contract price under this contract for each week of delay or part thereof subject to a maximum of 10% of the contract price.

1.40.0 FORCE MAJEURE

Force Majeure shall be considered as any circumstances beyond the reasonable control of the party claiming relief, including but not limited to strikes lockout, civil commotion, riot, insurrection, hostilities, war, fire, flood, earthquake, delay in delivery of equipments or part thereof by AEGCL, would entitle contractor to extension of time.

1.41.0 SETTLEMENT OF THE DISPUTE & ARBITRATION

Any dispute arising out of the contract will first be discussed and settled bilaterally between the Assam Electricity Grid Corporation Limited and firms/ contractors. In case, the dispute cannot be settled bilaterally, it will be referred to arbitration by an arbitrator to be appointed by the AEGCL. The contractor shall not stop the work during settlement of any arbitration case. All disputes arising out of the agreement so made shall be subjected to the jurisdiction of district court of Kamrup District.

1.42.0 STANDARDS

- 1.42.1 The equipment covered under this bidding document shall, unless otherwise stated be designed, constructed and tested in accordance with the latest revisions of relevant Indian Standards or equivalent and shall conform to the regulations of local statutory authorities.
- 1.42.2 The fire suppression/ extinguishing system shall satisfy the requirements of the following (wherever applicable):
- 1.42.3 Rule No. 64.2.f (ii) of Indian Electricity Rules, 1956
- 1.42.4 Relevant concerned regulations as laid by Tariff Advisory Committee and NFPA
- 1.42.5 Equipment conforming to other international or authoritative Standards which ensure equivalent or better performance shall also be accepted. In that case, relevant extracts of the same shall be forwarded with the bid.

1.43.0 QUALITY ASSURANCE DOCUMENTS

- 1.43.1 The Contractor shall be required to submit all the Quality Assurance Documents as stipulated in the Quality Plan at the time of Employers inspection of equipment/material.
- 1.43.2 The Employer or his duly authorized representatives reserves the right to carry out Quality Audit and quality surveillance of the systems and procedures of the Contractors/his vendors Quality Management and Control Activities.

1.44.0 MATERIALS HANDLING AND STORAGE

- 1.44.1 All the supplies under the Contract as well as Employer supplied items (if any) arriving at site shall be promptly received, unloaded and transported and stored in the stores by the Contractor.
- 1.44.2 Contractor shall be responsible for examining all the shipment and notify the Employer immediately of any damage, shortage, discrepancy etc. for the purpose of Employer's information only. The Contractor shall submit to the Employer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/or in storage and erection at site. Any demurrage, and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.
- 1.44.3 The Contractor shall maintain an accurate and exhaustive record-detailing out the list of all items received by him for the purpose of erection and keep such record open for the inspection of the Employer.
- 1.44.4 All items shall be handled very carefully to prevent any damage or loss. The materials stored shall be properly protected to prevent damage. The materials from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such materials at Site.
- 1.44.5 All the materials stored in the open or dusty location must be covered with suitable weather-proof and flameproof covering material wherever applicable.
- 1.44.6 The Contractor shall be responsible for making suitable indoor storage facilities, to store all items/materials, which require indoor storage.
- 1.44.7 The Contractor shall have total responsibility for all equipment and materials in his custody, stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

1.45.0 SERVICE CONDITIONS

The materials supplied shall be suitable for operation under the following climatic and other conditions:

1. Peak ambient day temperature in still air: 45 °C
2. Minimum night temperatures : 0 °C
3. Ground temperatures: 40 °C
4. Reference ambient day temperature : 45 °C
5. Relative Humidity : i). Maximum - 100 % ii). Minimum - 10 %
6. Altitude : Below 1000 M above MSL
7. Maximum wind pressure : As per IS: 802

1.46.0 PACKING AND FORWARDING:

The equipment shall be packed in crates suitable for vertical / horizontal transport, as the case may be and suitable to withstand handling during transport and outdoor storage during transit. The supplier shall be responsible for any damage to the equipment during transit, due to improper and inadequate packing. The easily damageable material shall be carefully packed and marked with the appropriate caution symbols.

Wherever necessary, proper arrangement for lifting, such as lifting hooks etc. shall be provided. Any material found short inside the packing cases shall be supplied by supplier without any extra cost.

Each consignment shall be accompanied by a detailed packing list containing the following information:

- (a) Name of the consignee.
- (b) Details of consignment.
- (c) Destination.
- (d) Total weight of consignment.
- (e) Handling and unpacking instructions.
- (f) Bill of material indicating contents of each package.

The supplier shall ensure that the bill of material is approved by the purchaser before dispatch.

SECTION – 3

**BID SUBMISSION SHEET, BID FORMS AND
SCHEDULES**

1. Bid Submission Sheet

(To be submitted in Bidder's Letterhead)

Name of contract:

To,

The Deputy General Manager,
Lower Assam, T&T Circle, AEGCL,
Narengi, Guwahati-26

Sir:

We have examined the General Conditions of Contract, Technical Specification, Schedules, and Addenda Nos _____(if any). We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete the said Works and remedy any defects fit for purpose in conformity with these documents and the enclosed Proposal (Price Offer)

We accept your suggestions for the appointment of the Dispute Adjudication Board, as set out in the Bidding Document.

We agree to abide by this Bid until _____ and it shall remain binding upon us and may be accepted at any time before that date.

If our bid is accepted, we will provide the specified performance security, commence the Works as soon as reasonably possible after receiving the notice to commence, and complete the Works in accordance with the above-named documents within the time stated in the Bidding Document.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Yours faithfully

Signature _____ in the capacity of _____ duly authorized to sign bids for and on behalf of

Address

2. Form-BG

Form of Bid Security (Bank Guarantee)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [Date] for the construction of _____ [Name of Contract] (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [Name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

- (1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid:
Or
- (2) If the Bidder refuses to accept the correction of errors in his Bid;
Or
- (3) if the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

we undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name, and Address)

3. Guarantee Declaration

We declare that the ratings, specifications and performance figures of the various plants and equipments /material furnished by us in the Bid are guaranteed. We further declare that in the event of any deficiencies in meeting the guarantees in respect of the characteristics mentioned in Guaranteed Technical Particulars, of Technical Bid as established after conducting the factory test, you may at your discretion, reject or accept the equipment/material after assessing the liquidated damages as specified in relevant clause of Bid Document.

Date:

(Signature).....

Place:

(Printed Name).....

(Designation).....

(Common Seal).....