

ASSAM ELECTRICITY GRID CORPORATION LIMITED

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

CIN: U40101AS2003SGC007238

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TERMS, CONDITIONS AND TECHNICAL SPECIFICATIONS OF CONTRACT WITH ITEM RATE SCHEDULE

NIT No: AEGCL/DGM/LAC/TT/TLS-69/2023/667; Dated: 04/02/2023

Bidding Document
for

Procurement of 4 (four) nos. of industrial grade Air Conditioners for 132/33 KV
Chandrapur GSS, AEGCL.

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

For & on behalf of the **Managing Director, AEGCL, the Deputy General Manager, LA T&T Circle, AEGCL, Narengi** invites sealed-quotation from reputed Manufacturers/Distributors/Engineering Firms/Contractors with having valid License 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.

Sl. No.	INFORMATION TO THE BIDDER	
1	Name of work	Procurement of 4 (four) nos. of industrial grade Air Conditioners of 2.5 Ton each for 132/33 KV Chandrapur GSS, AEGCL.
2	Location of work	132/33 KV Chandrapur GSS, AEGCL.
3	Time of completion	60 days from the issue of work order
4	NIQ No.	AEGCL/DGM/LAC/TT/TLS-69/2023/667; Dated: 04/02/2022
5	Tender value	Rs. 3,35,364.00 (incl. taxes and F&I)
6	Tender Fee	Rs. 500.00
7	Earnest Money Deposit	Rs. 6700.00
8	Key Dates	Please refer to NIT.

1.0 TENDER PAPER COST AND MODE OF PAYMENT:

- 1.1 Bidder has to pay non-refundable tender document cost @ **Rs. 500.00 (Rupees Five Hundred) only** in the form of A/C payee Demand Draft/Bankers Cheque in favour of **“AEGCL, Guwahati”**.

2.0 BIDDING ADDRESS:

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

3.0 BIDDING PROCEDURE:

- 3.1 All tenders shall have to be submitted in prescribed forms attached herewith eventually to be drawn up in the rules of AEGCL.
- 3.2 Two different envelopes (inner) are to be used as follows-
Envelope-1: Bid document signed by the bidder on all pages, Tender Document cost, Earnest Money, Techno-commercial data of the Bidder and other necessary documents must be enclosed.
Envelope-2: Price Bid.
- 3.3 Both the inner envelopes are to be enclosed in an outer envelope and submitted duly. The inner and outer envelopes shall:
- Bear the name and address of the bidder
 - Bear address to the bidding authority
 - Bear the specific identification of this bidding process indicated in the Bid Document.
- 3.4 If all the envelopes are not sealed and marked as required, the employer will assume no responsibility for misplacement or premature opening of the bid.
- 3.5 All tenders shall have to be submitted on or before the last date and time of submission of tenders either by post or in person.
- 3.6 If the bidders desire to submit their Bid by post, at their own expenses, it should be posted well in advance so as to ensure that their tenders reach the office of the tendering address on or before the specified date and time of submission of tender. AEGCL will not take any responsibility for loss, damage, tempering or delay of

- tenders sent by post.
- 3.7 Tender will be rejected if submitted beyond the aforesaid time and date.
- 3.8 Bidders or their authorized representatives may remain present during the opening of the tenders.
- 3.9 Only Price Bid of responsive Techno-Commercial Bidders will be opened.
- 3.10 AEGCL has the right to cancel the tender at any moment, without assigning any reason thereof. Bidder will not be entitled to claim any expenses and AEGCL will not be responsible for any costs or expenses incurred on the preparation and submission of the bids.
- 3.11 Bidders may obtain further information from the office of the Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati-26

4.0 VALIDITY OF BID:

- 4.1 Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by AEGCL. In exceptional circumstances, prior to the expiration of the bid validity period, AEGCL may request the bidders to extend the period of validity of their bids. The requests and the responses shall be made in writing. A bid security may also be extended for a corresponding period.
- 4.2 Bidders may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.

5.0 BID SECURITY/EARNEST MONEY AND MODE OF PAYMENT:

- 5.1 For participation in the bidding procedure, participants must compulsorily pay the Bid Security / Earnest Money Deposit amounting to **Rs. 6700.00** in the form of DD/Fixed Deposit/bank Guarantee/Banker's Cheque in favour of "**AEGCL, Guwahati**". The original copy of the Bid Security must be submitted alongwith relevant documents in Envelope-1.
- 5.2 The bid security of the successful bidder shall be returned as promptly as possible once the successful bidder has signed the contract and furnished the required performance security.
- 5.3 The bid security of the unsuccessful bidder shall be returned as promptly as possible upon the successful bidder has furnished the required performance security.
- 5.4 The bid security may be forfeited:
- A. If a bidder withdraws his bid during the period of bid validity specified by the bidder.
 - B. If the successful bidder fails to
 - i. Sign the contract within the specified period.
 - ii. Furnish a performance security within 15 days time.
- 5.6 If a bid securing declaration is not executed in accordance to the above, AEGCL may declare the bidder ineligible to be awarded a contract by the AEGCL for the period of time stated in the form of Bid Securing Document.

6.0 SCOPE OF WORK

- 6.1 The various activities under the scope of work shall among other related aspects cover the following:-
- a) Supply and installation of 4 nos. of industrial grade ACs of 2.5 Ton each including all ancillary items for control room at 132/33kV Chandrapur GSS. The AC units shall be of reputed manufacturers' make like Daikin /Hitachi / LG /Samsung /Voltas /Panasonic /LLYOD /Carrier or equivalent.
 - b) Loading at manufacturer's works, transportation and delivery at the substation site, including unloading at destination site. Also, providing of all labours, materials, scaffolding, equipment and plants and transportation of incidental items not shown or specified but reasonably implied or necessary for the completion of work.
 - c) Freight & Transit Insurance, storage at site and site insurance of all materials at site shall be in the scope of the contractor.
 - d) Arrangements of any permits required for transportation and movement of supplied materials. However, AEGCL shall assist as far as practicable in the process.
 - e) A list of various items normally involved in proposed type of work is provided in this document. This, however, is not to be considered as limiting but only typical. Vendors' scope will include all other items and materials as may be required to effectively complete the work.

Above all, the scope of work of the vendor/contractor will include all items and facilities as may be necessary

to complete the electrification work and as binding requirement.

7.0 BASIC SPECIFICATION OF THE VARIOUS MATERIALS/CABLE/ WORKS TO BE SUPPLIED /CARRIED OUT.

7.1 GENERAL REQUIREMENTS

- a) 2.5 TR Industrial grade Air Conditioner with copper coil and eco-friendly refrigerant shall be standard product of the manufacturer and of a design of proven reliability & satisfaction in the service intended.
- b) The system shall be designed for continuous operation of 24 hours a day and 365 days in a year to maintain the proper temperature of the rooms.
- c) The condensing unit shall be air-cooled type and shall be provided with hermetically sealed compressor meant to give a durable, trouble free and low noise performance. The compressor shall be capable of operating continuously at the maximum ambient temperature of 45°C. The condensing unit shall be suitable for outdoor installation in a weather exposed to sun and rain.
- d) Cooling units of higher cubic foot per minute (CFM) are to be provided to cover the depth of the room. The air flow rate (CFM) should be 1000 and above.
- e) The refrigerant shall be non-inflammable, non-toxic and non-explosive and have the pressure and temperature characteristics suitable for this operation.
- f) All refrigerant pipes shall be of copper possessing sufficient strength and size suitable for service and shall be provided with thermal insulation of suitable material.
- g) Air-conditioning system shall be complete with condensing units, interconnecting refrigerant copper piping, PVC piping for condensed water drain, wiring between the outdoor condensing unit and indoor room unit, wiring between AC Distribution Board and outdoor condensing unit, protection devices, temperature control units and other accessories. All wiring shall be fire retardant. The inclination of the PVC piping for draining away of water shall be properly adjusted so that water leaked from the air-conditioning units is drained away from the room.
- h) *The equipment shall run without voltage stabilizer as such it shall be suitable for operation on 145V-290V, single phase AC, 50 Hz supply.* Necessary earthing arrangement shall be made by the contractor
- i) **Warranty:** Compressor should have 5 Year Warranty along with 1 Year Machine Warranty. Bidder must provide 1 year comprehensive on-site warranty and it will start from the date of satisfactory installation or commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the components. No offer of the bidder will be accepted without warranty/guarantee of the supplied/ installed goods.
- j) Body surface finish should be powder coated/high quality paint finish

1.4.0 ELIGIBILITY CRITERIA OF THE BIDDER:

1.4.1 A Bidder may be a private entity or a government-owned entity. A Bidder may be a private entity or a government-owned entity or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium, or association (JV). In the case of a JV:

- a) all partners shall be jointly and severally liable, and
- b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

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 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.

- 1.4.4 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 last 3 (three) years 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 INR 50,000.00 calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) Years.

- 1.5.3 Financial Resources: Bidder need to demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

- (1) the cash-flow requirement of atleast 80% of the work value and
- (2) the overall cash flow requirements for this contract and its current works commitment.

- 1.5.4 **Bidder must keep GST liabilities up to date and non-payment of GST liabilities and non-filing of relevant GST return more than 3 (three) months shall be reckoned as GST defaulter and this may be considered a cause for disqualification of a bidder and the bid may be rejected.**

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 3 (Five) years prior to the bid submission deadline.

- 1.7.2 Participation as manufacturer/ contractor Experience having successfully completed similar works during last 3 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 in AEGCL/APDCL or any other government organization or PSU. 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:**

- i. Bid Submission Sheet

- ii. Documentary evidence to establish that the Bidder meet the qualifying requirements
 - iii. The Bid Guarantee (Bid Security)
 - iv. All Bidding Schedules properly filled up including Price Bid Schedules.
 - v. **All other information and documents such as Guaranteed and Technical Particulars, drawings, technical leaflets etc, as required in the Technical Specification**
 - vi. **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) *Copies 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 issued by competent authority in the State of Assam or in the State where the bidder's business is registered.*
 - c) *Copies of PAN, GST Registration Certificate as per Goods & Services Tax laws including GST return acknowledgement.*
 - d) *Copy of Dealership Certificate. Bidder may be manufacturer of the offered products or a firm/company having authorisation from a manufacturer. In case the bidder is not a manufacturer of the offered products, bidder must submit manufacturer's authorization.*
 - e) *Documentary proof of service centre at Guwahati.*
 - f) *Total monetary value of similar work performed by the bidder in each of the last three years.*
 - g) *Experience in works of a similar nature and volume for each of the last three years, and details of works under way or contractually committed in AEGCL or any other Govt. entity/PSU 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 certified by CA of the company for the last three years including IT return duly acknowledged by the tax department for the last three years.*
 - 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.*
- 1.9.2 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.
- 1.9.3 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

1.11.1 The dimension of the control room where the ACs shall be installed is as under:

Length = 60.7 ft

Breadth = 27.5 ft

Height = 9.8 ft

1.11.2 The interested bidders are advised to visit the site 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 pursuant to Sub-Clause, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to AEGCL.

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 Inflation 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.**

1.22.0 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 statistical 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 fax, confirmed 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, an agreement shall have to be drawn on non-judicial stamp of appropriate value with the Department by the selected Contractor in AEGCL's General Conditions of Supply and Erection 2009 of contract within 15 (fifteen) days from the date of issue of the LOI/Work Order.

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 twelve (12) 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 DOCUMENTS

- a) After supply, erection, testing and commissioning of the air-conditioning units, the bidder shall submit the following documents in triplicate:
 - As-built drawing of the air-conditioning system.
 - Instruction manual for operation and maintenance of the air-conditioning system.
 - Guarantee certificate as per relevant Clause of General Condition of Contract and CL of the Technical Specification.

- Model Catalogue, GST Certificate, Authorization Letter, Service Centre Address & Contact No. in Printed leaflet in sub-station control room.

1.38.0 ERECTION, TESTING & COMMISSIONING

- 1.38.1 All the work shall be completed within 60 days from the issue of order by the institute. All aspects of safe installation including civil and electrical shall be the exclusive responsibility of the bidder.
- 1.38.2 It is the responsibility of the bidder/ supplier to ascertain storage of the dismantled ACs in a safe manner at a location inside the Substations complex as directed by the Site Engineer (Resident Engineer)

1.39.0 PAYMENT TERMS:

- 1.39.1 No advance/Mobilization advance shall be made in this contract.
- 1.39.2 Final payment shall be released to the contractor only after final acceptance by AEGCL.
- 1.39.3 No claim for interest shall be entertained by AEGCL.
- 1.39.5 Payment is subject to availability of specific fund.
- 1.39.6 TDS at actual will be deducted from the payable amount against each invoice/bill.
- 1.39.7 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

1.40.0 RETENTION MONEY

- 1.40.1 In addition to above performance security deposit, 10% value of each progressive bill will be retained by the Engineer/Purchaser as Retention Money. The amount will be held by the Purchaser (AEGCL) till the work under the contract is completed and the completion certificate is issued in pursuance to clause 25.0 of AEGCL's General Conditions of Supply and Erection 2009.
- 1.40.2 If the Firm/Bidder fails or neglects to observe and perform any of his obligations under the contract, the Purchaser (AEGCL) shall have the right to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier/contractor.
- 1.40.3 No interest shall be payable on such deposit.

1.41.0 FORCE MAJEURE CONDITION:

Force Majeure condition shall be considered as any circumstances beyond reasonable control of the party claiming relief, including but not limited to strikes, lockdown, civil commotion, riot insurrection, hostilities, mobilization, war, fire, flood, earthquake, malicious damage or accidents could entitle contractor to extension time. Any such delay should intimated within 10 (ten) days from the beginning of such delay to consider/approved, any claim without prior information may not be considered under force Majeure.

1.42.0 FUNDING OF THE PROJECT

The proposed work is funded under **O&M HQ LAR fund for the Financial year 2022-23**

1.43.0 TERMINATION OF CONTRACT ON CONTRACTOR'S DEFAULT

If the Contractor shall neglect to execute the Works with due diligence and expertise or shall refuse or neglect to comply with any reasonable order given to him, in the Contract by the Engineer in connection with the works or shall contravene the provisions of the Contract, the owner may give notice in writing to the contractor to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to

employ other workmen and forthwith execute such part of the works as the Contractor, may have neglected to do or if the owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's materials/cable that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the work or of completing the Works as the case may be. If the cost of completing of Works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works' is delayed.

In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause no.26 of GCSE

Such action by the Owner as aforesaid, the termination of the Contract under this clause shall neither entitle the contractor to reduce the value of the contract Performance Guarantee nor the time thereof. The contract Performance Guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

1.44.0 TERMINATION OF CONTRACT ON OWNERS' INITIATIVE

The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default." The Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.

The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.

Annexure – 1

GUARANTEED TECHNICAL PARTICULARS OF AIR CONDITIONER WITH ELECTRICAL ACCESSORIES

(To be filled in and signed by the Bidder)

1	GENERAL	
1.1	Manufacturer's Name & Address	
1.2	Type and Model as per Manufacturer	
1.3	Standards to which conform	
1.4	Nominal Capacity :	
1.5	Cooling capacity :	
1.6	Material & size of refrigerant pipe	
1.7	Coefficient of performance	
1.8	Moisture removal rate	
1.9	Air flow rate	
1.10	Noise level Indoor unit	
1.11	Noise level Outdoor unit	
1.12	Compressor type	
1.13	Body surface finish : powder coated/high quality paint finish (Yes/ No/ Others – to be specified)	
1.14	Air filtering unit :	
2	ELECTRICAL PARAMETERS	
2.01	Power required for each unit (WATT)	
2.02	AC Supply Voltage range in (Volts) & frequency	
2.03	Other specific particulars relating to the system	
2.05	Cables and Wires:– (as per reqd length) Manufacturer/ Brand a. fire retardant (Yes/No) b. Material (Copper) c. size (min 4 mm ²) d. capacity (Amp) e. Insulation	
2.06	Push Button Starters a. Manufacturer/ Brand b. Standards c. Capacity (Amps)	

Appendix-2

COVERING LETTER (To be submitted on the bidder's letter head)

To,

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

Sub: - Submission of Bid

NIT No. :-

Name of work:-

Sir,

Having examined the terms & conditions, technical specifications, detailed items of work etc. as well as acquainting myself/ourselves with site of work, surroundings to get the required materials etc. I am/we are to submit herewith my/our tender for the above mentioned work. My/our rates are quoted as per the specification laid down in the schedule of items of work, considering cost of design & preparation of structural drawing, materials, labours, haulage, taxes, royalty etc.

I /We clearly understand that all materials, tools and plants, machineries, labours, haulage etc. required in the work shall have to be arranged by me/us from my/our own resources in the events of allotment of the work to me/us.

I /We also clearly understand that in the event of acceptance/approved of my/our tender, the work shall have to be executed strictly as per specifications and the same shall have to be completed in all respects within the stipulated time failing which I am/We are liable to be penalized as per rules laid down in Tender document as well as agreement thereof.

Date:

Place:

Name:

Business Address:

Signature of Bidder:

Seal of Bidder:

Appendix-3

PROFILE OF THE BIDDER

Sl. No.	Particulars	To be filled by Bidder
a)	Name of the Bidder	:-
b)	Registration with Memorandum of Association	:-
c)	PAN	:-
d)	GST Registration number	:-
f)	Trade License	:-
h)	Income Tax Clearance Certificate	:-
i)	Bank Solvency Certificate	:-
j)	Date of Establishment/ Incorporation	:-
k)	Postal Address	:-
	House No.	:-
	Lane	:-
	Street	:-
	Town/Village	:-
	Post Office	:-
	P.S.	:-
	District	:-
	Pin code	:-
l)	Telephone Number	:-
	Mobile No.	:-
	E-Mail Address	:-
	Website	:-
m)	Name(s) of the Owners / Directors/Partners	:-
n)	Name of the Banker with Address and Telephone Number	:-
o)	Contact/ authorised Person Details (Furnish here name of that person with whom AEGCL may get in touch for more information or clarifications)	Name:- Designation:- Mobile Number: - Email Address: -

Note: Bidder may attach additional sheets, if required.