

ASSAM ELECTRICITY GRID CORPORATION LIMITED

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BID IDENTIFICATION NO: AEGCL/DGM/LAC/TT/TLS-69/2022/634; Dated: 06/08/2022

Bidding Document
For

Emergency repairing of damaged tower legs of 132kV Sishugram-Sipajhar transmission line.

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

Bidder's signature & seal

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 earlier empanelled contractors for O&M related works (transmission line) under Lower Assam, T&T Circle, AEGCL and having 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 :- Emergency repairing of damaged tower legs of 132kV Sishugram-Sipajhar transmission line at concrete level of location no. 4,5,6,7,8,64.65,66,67,68 & 69.**
- b) **ESTIMATED VALUE FOR THE WORK :- Rs. 7,01,873.00 (Rupees Seven lakh One Thousand Eight Hundred and Seventy Three) only including taxes.**
- c) **Fund: Contingency reserve for FY 2022-23**
- d) **Key Dates: Refer to NIT.**
- e) **Bidding address :-**
O/O The Deputy General Manager
Lower Assam, T&T Circle, AEGCL,
Narengi.Guwahati-26
- f) **Interested bidders may purchase the tender documents from the office of The Deputy General Manager, Lower Assam, T&T Circle, AEGCL, Narengi.Guwahati-26 during office hours on working days.** Bidders may obtain further information from the office of the Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati - 781026, Assam. [e-mail: dgmmtc.guwahati@aeqcl.co.in]

1.2.0 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.

Tender Paper Cost and Mode of Payment:

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).

1.3.0 Bidding procedure :-

Two envelope bidding procedure will be adopted. Bidders are to submit two sealed envelopes simultaneously, one containing the technical & Commercial Part-I (Technical & Commercial Bid) proposal and the other 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.

1.4.0 Scope of work :-

1.4.1 The major scopes of work are as follows:-

- a) Emergency repairing of damaged tower legs of 132kV Sishugram-Sipajhar transmission line at concrete level of location no. 4,5,6,7,8,64.65,66,67,68 & 69 with PCC and RCC work (as per price schedule).
- b) Arrangements of any permits required for transportation and movement of equipments shall be arranged by the contractor. However, AEGCL shall assist as far as practicable in the process.

1.4.2 **The successful bidder will be expected to complete the works within 60 days from the date of site handover. However, the entire job is based on subject to availability of shutdown. Bidder must submit a completion schedule bar chart for activities to complete the work within this time schedule.**

1.5.0 Eligibility Criteria for the Bidder :-

1.5.1 To be qualified for award of Contract, bidders:

- i) Must have been an earlier empaneled contractor for O&M related works for transmission line under Lower Assam T&T Circle, AEGCL and must have experience in similar nature of 132kV & above transmission line works previously in AEGCL during the last 3 years ending last day of the month previous to the one in which applications are invited
- ii) The bidder must submit experience and completion certificate for scrutiny by AEGCL. In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the Project.
- iii) Must compulsorily meet each of the following minimum criteria.

I. PERSONNEL CAPABILITY

The Bidder must have suitably qualified personnel to fill positions required for contract implementations. The Bidder will supply information of the key personnel, design & engineering staff, support staff, field staff giving details of experience in supply and erection of transmission line and an alternate staff who meet the following minimum experience requirements.

II. FINANCIAL CAPABILITY

- a) The Bidder should demonstrate that he has access to, or has available, liquid assets, unencumbered real assets, line of credit and other financial means (interalia including a Guarantee or an undertaking from a Bank or financier) sufficient to meet the cash flow during the construction period and in no case should be less than 80% of the total work value.
- b) Average Annual turnover should be minimum Rs. 2,10,000.00 calculated as total certified payments received for contracts in progress or completed during the last 3 (three) years, ending 31st March of the previous financial year.
- c) Bidder shall submit the complete annual reports together with Audited statement of accounts of the company for last financial year. The Bidder shall submit the audited balance sheet and income statement of its own (separate) for the last financial year and must demonstrate the soundness of their financial position showing long term profitability. Wherever necessary the Employer may make enquiries with Bidder's bankers.
- d) 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.

III. EQUIPMENT CAPABILITY

The bidder should assure access of supply of fabricated steel structures and shall furnish necessary proof that he or his supplier is capable of manufacture & supply of such materials. Bidders are further to assume that based on the known commitments the materials will be available for use in the proposed contract.

IV. 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.

V. Joint venture bid will not be accepted

1.5.2 The Bidder's offer shall include and substantiate data 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) *Copies of valid Electrical Licence and valid Labour Licence 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, EPF (if available), ESIC (if available).*
- d) *Total monetary value of similar work performed by the bidder in each of the last three years.*
- e) *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.*

- f) *Qualifications and experience of key site management and technical personnel proposed for the Contract.*
- g) *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 financial year including IT return duly acknowledged by the tax department for the last financial year.*
- h) *Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, uncumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the cashflow requirement of Rs. 5 Lakhs plus its financial obligation for its current contract commitments.*
- i) *Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources).*
- j) *Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.*

1.5.3 Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

1.5.4 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.

1.5.5 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.

1.6.0 Site Visit:- The interested bidders may visit 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.

1.7.0 Clarification on Bidding Documents :-

1.7.1 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 3 days prior to the deadline for submission of bids.

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

1.8.0 Amendment of Bidding Documents

1.8.1 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.

1.8.2 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.

1.9.0 Language of Bid

1.9.1 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.

1.10.0 Documents Comprising the Bid

1.10.1 The bid submitted by the bidder shall comprise two envelopes submitted simultaneously, one containing only the technical proposal and the other the price proposal.

1.10.2 The Bid submitted by bidders shall contain the following:

- a) Bid Submission Sheet
- b) Duly signed bid document

- c) Documentary evidence to establish that the Bidder meet the qualifying requirements in accordance with Clause 1.5.0.
- d) Documents to be furnished as per Clause 1.5.2.
- e) The Bid Guarantee (Bid Security) in accordance with Clause 1.16.0 & its sub clauses of this Section.
- f) All Bidding Schedules properly filled up including Price Bid Schedules.
- g) All other information and documents such as type test reports, drawings, technical leaflets etc, as required in the Technical Specification

1.11.0 Bid Form and Price Schedules

1.11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clauses 1.12.0.

1.12.0 Bid Prices

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

1.12.2 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.

1.13.0 Price Adjustment

1.13.1 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.

1.14.0 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.**

1.15.0 Bid Validity

1.15.1 Bids shall remain valid for a period of **180 (One Eighty)** days after the date of opening of Technical Bids.

1.15.2 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 1.16.0 in all respects.

1.16.0 Bid Security (Earnest Money)

1.16.1 **The Bidder shall furnish, as part of its bid with the Technical Proposal, a bid security in the amount of Rs.14,000.00 (Rupees Fourteen Thousand) only.**

1.16.2 For participation in the 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". The bid security shall remain valid for 30 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested.

1.16.3 Any bid not accompanied by an acceptable bid security shall be rejected as non-responsive.

1.16.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, against written request from the unsuccessful bidders.

1.16.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.

- 1.16.6. The bid security may be forfeited
- (a) if the bidder withdraws its bid, except as provided in Sub-Clause 1.22.0;
 - (b) if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 1.27.0 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.

1.16.7. No interest shall be payable by AEGCL on the above bid guarantee.

1.17.0 Alternative Proposals by Bidders

1.17.1 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 1.28.0 regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

1.18.0 Format and Signing of Bid

- 1.18.1. 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.
- 1.18.2. 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.
- 1.18.3. 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.
- 1.18.4. The Bidders must submit the Bid Guarantee in separate sealed envelope, super-scribed as under:
"BID GUARANTEE (Name of the Package)"
- 1.18.5. 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.
- 1.18.6. 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.
- 1.18.7. 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.
- 1.18.8. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 1.18.9. The Bidder's name stated on the proposal shall be exact legal name of the firm
- 1.18.10. Bids not conforming to the above requirements of signing may be disqualified.

1.19.0 Sealing and Marking of Bids

- 1.19.1. All tenders shall have to be submitted in prescribed forms attached herewith eventually to be drawn up in the rules of AEGCL.
- 1.19.2. Two different envelopes (inner) are to be used as follows-
- 1.19.3. **Envelope-1:** Bid document signed by the bidder on all pages, Earnest Money, Techno-commercial data of the Bidder and other necessary documents must be enclosed.
- 1.19.4. **Envelope-2:** Price Bid.
- 1.19.5. Both the inner envelopes are to be enclosed in an outer envelope and submitted duly. The inner and outer envelopes shall:
- a) Bear the name and address of the bidder
 - b) Bear address to the bidding authority
 - c) Bear the specific identification of this bid indicated in the Bid Document.

- 1.19.6. 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.
- 1.19.7. 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.
- 1.19.8. The Bid must be accompanied with requisite BID SECURITY in a separate sealed cover.
- 1.19.9. 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.

1.20.0 Deadline for Submission of Bids

- 1.20.1 Bids must be received by AEGCL at the address specified above no later than refer to NIT.
- 1.20.2 AEGCL may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 1.8.0, 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.

1.21.0 Late Bids

- 1.21.1 Any bid received by AEGCL after the deadline for submission of bids prescribed in Clause 1.20.0 will be rejected and returned unopened to the bidder.

1.22.0 Withdrawal of Bids

- 1.22.1 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.
- 1.22.2 The bidder's withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 1.19.0, with the envelopes additionally marked "WITHDRAWAL".
- 1.22.3 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 1.15.1 may result in the forfeiture of the bid security pursuant to Sub-Clause 1.16.6.

1.23.0 Opening of Bids

- 1.23.1 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.

- 1.23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 1.22.0 shall not be opened.
- 1.23.3 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.

1.24.0 Process to Be Confidential

- 1.24.1 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.

1.25.0 Preliminary Examination of Bids and Determination of Responsiveness

- 1.25.1 Prior to the detailed evaluation of bids, AEGCL will examine the bids to determine whether they are complete and all documents as per Clause 1.10.0 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 1.26.0.

- 1.25.2 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.
- 1.25.3 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.

1.26.0 Clarification of Bid Proposals and Contacting AEGCL

- 1.26.1 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 1.27.0.
- 1.26.2 Subject to Sub-Clause 1.26.1, 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.
- 1.26.3 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.

1.27.0 Correction of Errors

- 1.27.1 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.
- 1.27.2 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 1.16.6.

1.28.0 Evaluation and Comparison of Bid Proposals

- 1.28.1 AEGCL will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 1.25.0.
- 1.28.2 For equipment 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 1.27.0. AEGCL's comparison will also include the costs if any, resulting from application of the evaluation procedures described in Sub-Clause 1.28.4.
- 1.28.3 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.

1.28.4 Pursuant to Sub-Clause 1.28.3, 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.

1.28.5 Bid Evaluation Method for Abnormally Low Bids (ALB):

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.

1.28.5 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.

1.29.0 Award

1.29.1 Subject to Clause 1.30.0, 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 Clause 1.5.0.

1.30.0 Employer's Right to Accept any Bid and to Reject any or all Bids

1.30.1 Notwithstanding Clause 1.29.0, 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.

1.31.0 Notification of Award

1.31.1 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").

1.31.2 The notification of award will constitute the formation of the Contract.

1.32.0 Signing of Contract Agreement

1.32.1 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.

1.32.2 Within **15 (fifteen) days** of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to AEGCL.

1.33.0 Performance Security

1.33.1 Within **15 (fifteen) days** of receipt of the notification of award from AEGCL, the successful bidder shall furnish to AEGCL a performance security in an amount of 10 (ten) percent of the Contract Price in accordance with the Conditions of Contract. The form of performance security provided in **Section 5** of the bidding documents may be used or some other form acceptable to AEGCL. The above performance security may be withdrawn on submission of performance security as per clause No 2.6.0

1.33.2 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.

1.34.0 Corrupt or Fraudulent Practices

1.34.1 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.

SECTION-2

SPECIAL CONDITIONS OF CONTRACT.

2.1.0 INTRODUCTION

- 2.1.1. This Special Conditions of Contract is supplementary to AEGCL's "General Conditions of Supply and Erection of AEGCL 2009", copies of which will be supplied with this Bidding Document. **However, in case of any contradiction, stipulations made in this Bidding Document, it shall prevail.**

2.2.0 CONTRACTOR TO INFORM HIMSELF FULLY

- 2.2.1. The contractor should admit that he has examined the general condition of contract, specifications and schedule and has satisfied as to all the conditions and circumstances affecting the contract prices and fixed his price according to his own views on these matters and acknowledge that no additional allowances except as otherwise provided therein will be levied. The purchaser shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contractor in writing by the purchaser.

2.3.0 EXTENSION OF TIME

- 2.3.1. If the completion of the work is delayed due to reason beyond the control of the contractor, the contractor should without delay give notice to AEGCL within 7 (seven) days in writing of his claim for an extension of time. The AEGCL may extend the completion date as may be reasonable but without prejudice to other terms and conditions of the contract.

2.4.0 VARIATIONS, ADDITIONS AND OMISSIONS

- 2.4.1. The contractor shall not modify any of the terms and conditions except as directed in writing by AEGCL.
- 2.4.2. The AEGCL shall have the right during the contract to amend, alter, omit or otherwise vary any of the items by notice in writings. The contractor shall carry out such variations although the said variations shall not exceed 15% of the contract price except with written consent of the purchaser. The amount of such variations shall be determined in accordance with rates specified in the contract and where such rates are not available this will be mutually agreed between the purchaser and the contractor.

2.5.0 RETENTION MONEY: -

- 2.5.1 10% retention money will be deducted from running bill, which will be released along with the final bill on completion of the work in all respect.

2.6.0 PERFORMANCE SECURITY (Contract Performance Guarantee)

- 2.6.1. 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.
- 2.6.2. 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
- 2.6.3. 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
- 2.6.4. 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.

2.7.0 TAKING OVER

- 2.7.1. When entire scope of works is completed by the Contractor and successfully commissioned in accordance with the Contract, the same shall be taken over by AEGCL and a Taking-Over Certificate for the Works shall be issued.

2.7.2. The date of issue of the 'Taking Over Certificate' by AEGCL or its representative shall be the date of taking over the works.

2.8.0 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. Running bill: Maximum 3 nos. of progressive bills would be entertained during the erection work. The 1st progressive bill would be entertained on completion of 30% of total erection cost. Thereafter, erection invoice/ bill can be submitted on completion of 30% of the subsequent erection work
- iv. Remaining 10% of the total work value shall be paid to the contractor on successful completion of the work in all aspects, which should be certified by the Project Manager.
- v. The price is firm and no price variation shall be applicable.
- vi. Final bill must contain the original site register.
- vii. Payment is subject to availability of specific fund.
- viii. 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

2.9.0 WARRANTY

2.9.1. The term period of warranty shall mean the period of 12 months from the date of Taking Over of the Work by AEGCL. A Taking over Certificate (TOC) will be issued by the appropriate authority.

2.10.0 LIABILITY FOR ACCIDENTS AND DAMAGE

2.10.1. The contractor shall indemnify the company (AEGCL) against any loss, damage, and injury to any person or to any property and against any other liability or obligation and against all actions, suits, claims demands costs, charges and expenses arising in connection with such damage, injury, liability or obligation resulting from:-

- (a) the negligence of the contractor and his workers, agents, subcontractors; and/or
- (b) the lack of or inadequacy of safety devices on equipment supplied under this contract.

2.11.0 USE OF MATERIALS ARRANGED BY THE BOARD

2.11.1. If any materials supplied by AEGCL are found to be misused or wasted due to negligence by the contractor comes to the notice of the Board then the contractor shall be liable to pay compensation to the Board as may be decided by the Board.

2.12.0 PENALTY FOR DELAYED EXECUTION

2.12.1. 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.

2.13.0 SETTLEMENT OF THE DISPUTE & ARBITRATION

2.13.1. 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.

2.14.0 FORCE MAJEURE

2.14.1. 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.

2.15.0 PROGRESS REPORT

2.15.1. The contractor shall prepare and submit to AEGCL within 7 (seven) days from the date of issue of the work order a 'Bar chart' indicating the timeline and events for execution of works at various phases for successful completion of the project within the stipulated period. The progress of work shall be monitored based on this Bar Chart and any deviation from the schedule of the Bar chart shall be thoroughly examined by AEGCL and the cause of the delay shall be made attributable to either of the parties to the contract agreement on the basis of enquiry. The contractor shall submit to AEGCL a monthly progress report within the first week of every month giving the status of the contract work along with adequate number of colored photographs, indicating the various stages of execution of this contract.

2.16.0 ACCOMMODATION OF CONTRACTOR'S PERSONNEL

2.16.1. No quarter shall normally be provided by the Board for the accommodation of any of the contractor's employee in connection with the erection work, in exceptional cases, where accommodation is provided to the contractor at AEGCL's discretion, recoveries shall be made at such rates as may be fixed by the Board towards rent of the buildings and furniture and fittings if any therein as well as charges for electric supply, water supply and conservancy.

2.16.2. The contractor shall at his own expenses make adequate arrangements for housing, supply of drinking water and provision of latrines and urinals for his staff and labour and disposal of sewage.

2.17.0 AGE LIMIT OF LABOUR

2.17.1. The contractor shall not employ persons below the age of 18 years as labours for the erection work.

2.18.0 SAFETY & PRECAUTIONS

2.18.1. The contractor shall provide adequate safety devices like head protective gears, belt etc, to his labours while executing the erection work.

2.19.0 INSURANCE

2.19.1. The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Employer / AEGCL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the AEGCL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of the contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the contractor shall be in a joint name of the Employer and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintenance of all insurance covers.

2.19.2. Any loss or damage to the equipment and material (including equipments & materials handed over to Contractor for execution of the Contract) during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The contractor shall provide the Employer with copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the Employer immediately after such insurance coverage. The Contractor shall also inform the Employer in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal, etc., as may be necessary well in time.

2.19.3. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage riot and strikes and malicious damages, civil commotion, weather condition, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the contractor shall be liable to make good the full replacement/rectification value of all equipments/materials and to ensure their availability as per project requirements.

2.19.4. The insurance shall also cover the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-contractors or from riots, strikes and civil commotion.

2.19.5. All costs on account of insurance liabilities covered under the contract will be to Contractor's account and will be included in Contract Price. However, the owner may from time to time, during the pendency of the contract, asks the contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.

Appendix-1

BID SUBMISSION SHEET

(On The Applicant's Letter Head)

To,

The Deputy General Manager,
Lower Assam T&T Circle,
Assam Electricity Grid Corporation Limited
Narengi, Guwahati-26.

Sub:- Emergency repairing of damaged tower legs of 132kV Sishugram-Sipajhar transmission line at concrete level of location no. 4,5,6,7,8,64.65,66,67,68 & 69.

Bid Identification no. : AEGCL/DGM/LAC/TT/TLS-69/2022/634; Dated.06/08/2022

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.

My /Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date.....

.....

Appendix-2

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	:-
e)	Labour Licence registration	:-
f)	Electrical Licence registration	
g)	Employees Provident Fund (if available)	
h)	Employees State Insurance Certificate (if available)	
i)	Income Tax Clearance Certificate	:-
j)	Bank Solvency Certificate	:-
k)	Date of Establishment/ Incorporation	:-
l)	Postal Address	:-
	House No.	:-
	Lane	:-
	Street	:-
	Town/Village	:-
	Post Office	:-
	P.S.	:-
	District	:-
	Pin code	:-
m)	Telephone Number	:-
	Mobile No.	:-
	E-Mail Address	:-
	Website	:-
n)	Name(s) of the Owners/Directors/Partners	
o)	Name of the Banker with Address and Telephone Number	:-
p)	Contact Person Details <i>(Furnish here name of that person with whom AEGCL may get in touch for more information or clarifications)</i>	Name:- Designation:- MobileNumber:- EmailAddress:-

Note: Bidder may attach additional sheets, if required.

Appendix-3

Form of Performance Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

Issuing bank and address with phone & email id:

BG no. and date:

BG expiry date:

Claim upto date:

To:

The Deputy General Manager,
Lower Assam T&T Circle,
AEGCL, Narengi, Guwahati-781026

WHEREAS _____ [name and address of Contractor] has undertaken, in pursuance of Contract No. (LoA No.) Dated (LoA date) to execute _____ [name of Contract] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized/scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of [amount of Guarantee in figure] [amount in words], such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor/Manufacturer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the scope to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

BG shall be valid up to <date>.

Signature and Seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____

Note:

1. All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.
2. This guarantee shall be valid upto 90 (ninety) days beyond the Warranty Period as per the Contract.
3. For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.
4. Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.