

ASSAM ELECTRICITY GRID CORPORATION LIMITED

OFFICE OF THE DEPUTY GENERAL MANAGER
CA T&C, COMMUNICATION CIRCLE, AEGCL, SAMAGURI



TENDER DOCUMENT

NIT NO: AEGCL/DGM/CATCC/SMG/BID-001/2022/001; Dated: 09 /12/2022

Name of Work

Procurement of 2(Two) Nos. of LSPM for Central Assam Communication
Division, AEGCL, Samaguri.

Work Site

O/o the AGM, CA Communication Division, AEGCL, Samaguri.

Tender cost amounting to
Deposited in the form of
Vide

Rs. 500.00/-
Demand Draft/ Banker's Cheque
.....


Issued to

AEGCL

Address

BIJULEE BHAWAN, Paltan Bazar, Guwahati-1

Signature of Contractor/Firm


Deputy General Manager,
CA T&C, Comm. Circle,
AEGCL, Samaguri

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ASSAM ELECTRICITY GRID CORPORATION LIMITEDRegd. Office : 1st Floor Bijulee Bhawan, Paltan Bazar, Guwahati-781001

CIN : U40101AS2003SGC007238

Phone No. 0361-2739520/ Fax : 0361-2739513 Web : www.aegcl.co.inआजादी का
अमृत महोत्सव

No. AEGCL/DGM/CATCC/SMG/BID-1/2022/

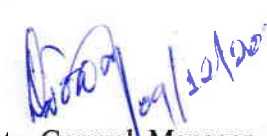
Date.....

NOTICE INVITING TENDER**(A) Basic Details:**

Tender No.	AEGCL/DGM/CATCC/SMG/BID-001/2022/001; Dated: 09 /12/2022
Name of Work	Procurement of 2(two) Nos. of LSPM for Central Assam Communication Division, AEGCL, Samaguri, PIN:-782140.
Work Type	Supply works
Tender Inviting Authority	AEGCL
Designation Address	Deputy General Manager, CA T&C, Comm Circle, AEGCL, Samaguri, Nagaon, Assam- 782140
Total Tender Amount	Rs. 3,28,040.00 (including of all taxes)
Time of Completion	60 Days
Tender Document Cost	Rs. 500/-
Earnest Money (2%):	Rs. 6,600/- (appx. 2% of Tender value)
Mode of Payment	Refer to bid document

(B) Critical Details:

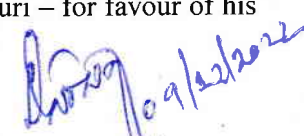
Tender Start Date	11.00 Hrs. of 13/12/2022
Submission Start Date	12.00 Hrs. of 19/12/2022
Tender End Date	14.00 Hrs. of 30/12/2022
Tender Opening Date	14.00 Hrs. of 04/01/2023


Deputy General Manager
CA T&C, Comm. Circle,
AEGCL, Samaguri
North Lakhimpur.

Memo No: AEGCL/DGM/CATCC/SMG/BID-1/2022/ 246 (a-h)Date: 09/12/2022

Copy to:

1. PS to the MD, AEGCL for his kind information.
2. The Chief General Manager, T&C, Comm, AEGCL, Narengi-26-for favour of his kind information
3. The CGM(F&A), AEGCL for his kind information.
4. The General Manager, T&C, Comm, AEGCL, Narengi-26- for favour of his kind information.
5. The GM(PR), AEGCL for publication in leading newspapers.
6. The AGM-IT, AEGCL for publication in the AEGCL's website
7. The Assistant General Manager, CA Communication Division, AEGCL, Samaguri – for favour of his information and display at the office notice board.
8. Notice board.
9. Relevant file.


Deputy General Manager
CA T&C, Comm, Circle,
AEGCL, Samaguri.

O/o the Deputy General Manager, CA T&C &Comm Circle, AEGCL, Samaguri
Email ID: dgmtcc.ca@aegcl.co.in

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

(A) Basic Details:

1. Introduction of the Tender Enquiry

For and on behalf of the Managing Director, Assam Electricity Grid Corporation Limited (AEGCL), the Deputy General Manager, CA T&C, Communication, Circle, AEGCL, Samaguri invites Tender from experienced, financially sound and reputed firms for "Procurement of 2(two) Nos of LSPM for Central Assam Communication Division, AEGCL, Samaguri."

A single stage two envelope procedure (Techno-Commercial and Price Bid) will be adopted for this tender.

2. Name of work: Supply of 2Nos. of LSPM for O/o AGM CA Comm. Division as per the technical specifications detailed below.

3. Scope of Work

- i. Supply of Laser Source and Power Meter as per technical specifications
- ii. Supply of 2 (two) nos. of the item mentioned above.
- iii. All necessary transportation from the factory/suppliers facility to the consignee within the stipulated time without any extra cost to the purchaser.

4. The Consignee for the above supply work is AGM, Central Assam Communication Division, Samaguri -782140

5. Submission of bid:

The bid shall be in two parts, i.e. (i) Techno commercial bid, (ii) Price bid.

i. Techno-commercial bid

In the techno commercial bid, the bidders are required to submit copies of (i) Documentation fees (i) Earnest money deposit (iii) PAN/ TAN, (iv) GST registration with return certificate, (v) Annual Turn Over (Rs 5 lakhs average for last 3 yrs.), (vi) Order executing details of similar work, (vii) Income Tax return certificate, (viii) Bank solvency certificate of 3years, (ix) PL account and balance-sheet of last 3 years, (x) Firm/ vendor registration certificate,...

A set of the above documents must be submitted for techno-commercial evaluation failing which it will be treated as non-responsive. The bidder has to submit a non-refundable bid cost is Rs. 500.00 (Rupees Five hundred) only and refundable amount of Rs 6600.00 (Rupees Six thousand Six hundred only) as EMD. The bid cost and EMD to be submitted in favour of AEGCL, Payable at Guwahati. The instrument to be use is either in the form of DD or Banker Cheque from the nationalized bank.

ii. Price Bid

The Price Bid shall be the offer price for supply (on FOR basis) and inclusive of all cost. Submission of Price Bid Schedule with all quantities and prices shall be filled up as per annexure provided in the detail bid document. **All quoted rate should be inclusive of GST and all necessary taxes as applicable as per prevailing rate.**

Note:

- a) In case of any difference found between the rates in figures and in words, minimum of the two will be considered. If the bidder does not accept the correction of the errors as above, his bid shall be rejected and the amount of bid guarantee/security will be forfeited.

- b) The rates quoted shall be inclusive of all necessary taxes, duties, freight and insurance etc.
- c) **No separate declaration offering discount on price will be allowed. Offered price in the price schedule will be considered final for evaluation. In the event of any bidder found to be involved in corrupt or fraudulent practices in competing for the bid, AEGCL shall reject the proposal. Even if any such thing is detected after award of contract, the contract will be cancelled forthwith without any notice and the PBG shall be invoked. Moreover, AEGCL shall declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.**
- d) Bidders shall submit their most competitive rates. It may please be noted that incomplete tenders shall not be accepted.
- e) The Techno commercial bid shall be opened on the due date and due time (or on the next working day, in case of holiday) in presence of the bidders or their authorized representatives without delay. Price bids of technically approved bidders will be opened on a separate date after due intimation.
- f) Post revision of quoted rates, terms and conditions having direct or indirect impact on the quoted rates shall not be accepted and the offer would be rejected and earnest money shall be forfeited. Withdrawal of offer within the quoted validity period shall not be accepted and in that case earnest money shall be forfeited. Employer reserves the right for negotiation of rates, terms and conditions only.

6. Important Timeline

Description	Date & Time
Tender document publishing date	13/12/2022; 11:00 HRS
Bid Submission start date and time	19/12/2022; 12:00 HRS
Bid submission end date and time	30/12/2022; 14:00 HRS
Technical Bid Opening Date & time	04/01/2023; 14:00 HRS

Date of opening of Price Bids will be intimated subsequently to the Techno-Commercially qualified Bidders.

7. All queries and Bid may be submitted to the below address prior to the closing of bid submission date

At Dropbox kept at the Office of The Deputy General Manager (CA, T&C, Comm. Circle)

AEGCL, Samaguri, Nagaon -7810240

Email – dgmtcc.ca@aecl.co.in

8. Earnest Money Deposit (EMD):

The Earnest money for an amount **Rs 6,600.00 (Rupees Six Thousand Six hundred only)** (rounded off to nearest integer value) which is approximately **2% (Two Percent)** of the awarded value shall be submitted along with the Techno Commercial bid. Any tender without earnest money in the form mentioned above, shall be rejected outright. The EMD shall be returned to the bidder(s) whose offer is not accepted within one month from the date of LoA(s) to the selected bidder(s). The EMD to the successful bidder shall be released on submission of Performance Bank Guarantee at the time of execution of the agreement. However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder. The EMD cost to be submitted in favour of AEGCL, Payable at Guwahati. The instrument to be use is either in the form of DD or Banker Cheque from the nationalized bank.

9. Performance Guarantee.

The successful bidder shall have to deposit performance security in the form of performance Bank Guarantee (PBG) from a scheduled commercial bank of RBI pledged in favour of Assam Electricity Grid Corporation Limited as per prescribed proforma for an amount equivalent to 10% (ten percent) of the awarded value. The PBG be furnished to the Managing Director, AEGCL along with acceptance of Letter of Intent (LOI). The validity of the PBG shall be for a period of 18 (Eighteen) months beyond the scheduled date of completion of erection as per work order with additional one month claim period. If the successful bidder fails or neglect to perform any of his obligations under the contract, the AEGCL shall have the right to forfeit in full or in part thereof at its absolute discretion the performance security deposit furnished by the supplier. No interest shall be payable on such deposits.

(B) Eligibility Criteria and Basic Qualifying Requirements:

1. Eligible bidders:-

a. A Bidder may be a private entity or a government-owned entity or any combination of such entity 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.

b. In the case of the Joint Venture (JV):-

When the bidder is a Joint Venture (JV) of two or more firms as partners, all partners shall be jointly and severally liable. The JV shall legally authorize one of the partners as the lead partner for the purpose of submitting the bid, incur liabilities; receive payments and instructions on behalf of the others. A copy of the registered JV agreement, executed on Non judicial stamp paper, shall be submitted with the bid. However, in case of successful bid, the agreement shall be signed by all the partners, so as to be legally binding on all the partners.

c. A Bidder, and all partners constituting the Bidder, shall have Indian nationality.

d. 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.

e. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:-

i. they have controlling partners in common; or

ii. they receive or have received any direct or indirect subsidy from any of them; or

iii. they have the same legal representative for purposes of this bid; or

iv. they have a relationship with each other, directly or through common third

parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

- v. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.
- f. 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.
- g. Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.
- h. In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- i. The bidder must have experience of execution of work of similar nature previously. The bidder must submit experience and Performance Certificate for scrutiny by AEGCL.
- j. A person, Firm or any other prospective bidder who is involved in fraud, unethical practices or barred from submitting bids by AEGCL or any sister concerns of AEGCL i.e. APDCL & APGCL will not be allowed to participate in the bids. If such cases are detected after submission of the bids, in later stages of the bidding process, then such bids will be rejected outright.

2. Legal Entity:-

- a) Verification may be undertaken to verify that an applicant is a bona-fide registered company or business. Bidders are required to provide evidence of the legal entity by providing a copy of an official document as mentioned in the appendix attached along with this bid document.

3. Technical Qualification:-

- a) **The Bidder should have successfully Laser Source and Power Meter or electrical items or rendered telecom services in Government Agencies/PSU/Electrical utilities in form of OPGW erection/PLCC/RTU works etc. or should be supplier of different types of Networking equipment in Government Agencies/PSU/ authorized distributors of Networking equipment / Original equipment Manufacturer**
- b) The bidder must submit documentary evidence along with the technical bid for such experience mentioned in 10.3 clause (a) for last 3 (three) years.
- c) Bidders who will supply cable in confirmatory with the technical specification only will be treated as responsive bidder.
- d) In order to qualify technically for this Bid, the bidders have submitted last 3(three) years' work experience.
- e) Three similar completed works costing not less than the amount equal to 40(Forty) % of the estimated Cost, Or
- f) Two similar completed works costing not less than the amount equal to 50(Fifty) % of the estimated Cost, Or

- g) One similar completed works costing not less than the amount equal to 80(Eighty) % of the estimated Cost.

4. Financial

- a) The Minimum Average Annual Turnover (MAAT) of the bidder for the last 3 (three) financial years shall be at least ₹ 5, 00,000.00 (Rupees Five Lakh) only. This should be supported by the copy of the income tax return submitted by the firm for the last three years.
- b) The bidder shall furnish GST registration certificate, Employee Provident fund etc. (wherever applicable).
- c) The bidder shall furnish copy of their PAN/TAN. The PAN/TAN must be in the name of the firm/proprietor.
- d) Formal authority, Registered/Notarized for signing the tender or other documents on behalf of the firm / individual shall be submitted along with the bid. In case of registered company Board's resolution of the company for authorized signatory should be furnished.
- e) Power of attorney should be a registered/ notarized one.
- f) Notwithstanding anything stated herein above, AEGCL reserves the right to assess the capacity and capability of the bidder to execute the work, should be circumstance warrant such assessment in the overall interest of AEGCL.

5. Bid Capacity:

The Bidders who meet the minimum qualification criteria mentioned against Clause No. 10.3. AEGCL reserves the right to carry out the Bid Capacity assessment of the Bidders and the owner's decision shall be final and binding to the bidder. The Bidder's offer shall include and substantiate its claimed data on qualifying requirements by uploading scanned original copies of valid supporting documents such as detailed below:

- a) 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) The Bid should be valid for at least 180 days.
- c) A detailed list of existing or ongoing work orders with other Central/State Utilities/Reputed Private Utility if any.

6. Disqualification:

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and enclosures submitted as a proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy.
- c) Notwithstanding anything stated herein under, the purchaser reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstances warrant such assessment in the overall interest of the purchaser.

7. Evaluation and Award of work:

- a) The evaluation of bids will be carried out, first of techno-commercial bid thereafter opening the price bid of only those bidders who qualify and meet the technical requirements of the equipment to the satisfaction of AEGCL Engineers.

- b) In comparing bids and making awards, the employer will consider such factors as compliance with specifications, relative quality and adaptability of suppliers, the technology and process involved in production experience, financial soundness, records of integrity in dealing ability to furnish repair and maintenance services.
- c) AEGCL reserves the right not to order/ award the job to the price-wise lowest party if the party during any part of evaluation is found technically or price wise non responsive.
- d) AEGCL reserves the right to reject any / all bids without assigning any reasons thereof, the right to accept any bid or part of which is advantageous to AEGCL and to award the contract in single or phased manner to one party or split up amongst different bidders.
- e) Information relating to the examination, clarification, evaluation and the comparison of the bids and recommendation for award of contract shall not be disclosed to the bidders or any person not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence AEGCL's processing of bids or award decision may result in the rejection of the bid.

(C) GENERAL CONDITIONS OF CONTRACT:

1. PREPARATION OF BID:-

a) Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and AEGCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- b) Documents Establishing Conformity of the Goods and Services: -The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of letter, drawings and data, and shall furnish. 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.
- c) Bidder should note clearly that department should not take any responsibility for issuing of any materials, equipment and T&P's that may be required in the work.
- d) All materials, labours, equipment, T&P and heavy vehicle etc. required in the work shall have to be arranged by the bidder/contractor from his own sources in the event of allotment of the said work to him/them.
- e) The contract must not be sublet under any circumstances. If any contractor found in doing so, his work liable to be terminated.

2. PRICE BID:-

- a) Unless otherwise specified in the Bid Document and/or AEGCL's Requirements, bidders shall quote for the entire plant and services on a single responsibility basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the including procurement, delivery, testing of materials, construction, labour cost, insurance, statutory requirements, and any other expenditure deemed necessary for completion of the Work. The rate should also include the cost of testing of materials at the approved laboratory, carriage and transportation of sample, preparation of report, submission of report in all respect as required by AEGCL. This includes all requirements under the Contractor's responsibilities for completing the work and where so required by the bidding

document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

- b) Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.
- c) Bidders quoted price should include all cost of testing of materials, transportation of sample, storage, preparation and submission of report during approval period, as well as after completion of the work.
- d) Bidders quoted price should include all cost of testing of concrete (destructive or non-destructive) transportation of sample, storage, preparation and submission of report.
- e) Taxes like work contract, income tax etc. which need to be deducted at source as per the prevailing law, will be deducted at source.
- f) The Bided Price should on Fixed Price basis, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.

3. Termination of work order:

Company reserves the right to terminate the work order at any stage in accordance with the Company's General Condition of Supply and Erection in force.

4. Period of completion:

60 Days (Sixty days) from the date of issue of work order/LoA.

NB: The project being a time bound priority scheme the intending bidder who feel competent enough to complete within the stipulated period should only participate. No extension of work will be granted.

5. DEFECT AFTER COMPLETION OF WORK:-

The contractor shall make good at his own cost and to the satisfaction of AEGCL all defects, or other faults which may appear during the defect liability period. In default, AEGCL may employ and pay other agency or persons to amend and make good such damages. Losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor, failing which the same shall be recoverable from the payment due to the contractor and performance guarantee. In the event of amount due and performance guarantee being insufficient, the balance amount will be recovered from the contractor from the amount due or retained for other works executed in AEGCL.

6. VARIATION AND DEVIATION OF QUANTITY:-

- a) The Tendered rates shall hold good for any variations in the Tendered quantities for completion of work on account of any modification in the bill of quantities or design or specification.
- b) Deletion of work:

AEGCL and its representative have the right to delete or decrease any item or quantity from schedule of quantity at its discretion if deemed necessary. No claim by the contractor will be admissible for this deletion or deduction of Item/quantity from schedule of quantity.

7. GOVERNMENT AND LOCAL RULES:-

The Contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected/utilized. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify AEGCL against such liabilities and shall defend all actions arising from.

8. ENGINEER AT LIBERTY TO OBJECT: -

AEGCL's Site in-charge shall have right to remove any person provided by the Contractor who, in the opinion of the Site in-charge, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without consent of the Engineer. Any person so removed from the Works shall be replaced immediately without hampering the work.

9. TAXES:-

Any taxes, royalties and duties as per Govt. Law should be responsible of the contractor and must be included in their quoted rate.

10. ACCEPTANCE OF BID AND CONTRACT AGREEMENT:-

An agreement shall have to be drawn on non-judicial stamp of appropriate value with AEGCL by the selected Contractor in AEGCL's General Conditions of Supply and Erection 2009 of contract within 10 (ten) days from the date of issue of the LOI.

Wherever there is any variation in between the conditions of AEGCL's General Conditions of Supply and Erection 2009 and the above terms & conditions, this bid conditions will supersede the conditions of AEGCL's General Conditions of Supply and Erection 2009.

11. PAYMENT TERMS

- a) No advance/Mobilization advance shall be made in this contract.
- b) No claim for interest shall be entertained by AEGCL.
- c) Final payment shall be released to the contractor only after completion of the work in all respect and final acceptance by AEGCL.
- d) Payment is subject to availability of specific fund.
- e) The Bidder / Firm will have to be submitted the following Net Banking details.
 - i. Banker's Name & Branch
 - ii. Account No
 - iii. Banker's address
 - iv. Banker's IFSC Code
 - v. Banker's RTGS Code

- f) All payment shall be made from the office of the DGM, CA T&C, Communication, Circle, AEGCL, Samaguri, Nagaon – 782140 . The bills after due verification and passing by the concerned consignee should be placed to the DGM (CA, TCC Circle, AEGCL) for payment. All billing transactions must be in strict adherence with AEGCL payments terms and clause. Bank Guarantees (BG) submitted along with the bid or to be submitted should be from any branch of nationalized or scheduled Bank of RBI located in Assam. In case of Bidder fails to submit Performance Bank Guarantee, AEGCL shall have the right to forfeit in full or in part thereof at its absolute discretion the performance security deposit furnished by the supplier, If the successful bidder fails or neglect to perform any of his obligations/duties mentioned in scope of work.
- g) Payment shall be released subject to the following conditions: -
- i) Work should be strictly conforming to scope mentioned in the Bid.
 - ii) Proper submission of triplicate documents/bills duly verified by Office of AGM, communication, CA, Samaguri Pin: 782140 bills along with all relevant documents viz., Delivery Challan, other documents etc, Bill Passing Journal Voucher,etc. complete in every aspect in strict adherence to transactions in AEGCL system.

12. RETENTION MONEY:-

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, if applicable.

13. WARRANTY:-

The term period of warranty shall mean the period of 18 months from the date of Taking over of the supplied goods by AEGCL. A Taking over Certificate (TOC) will be issued by the appropriate authority.

14. EXTENSION OF TIME:-

Time is the essence of the contract. No extension of time shall normally be allowed except on valid and genuine ground.

15. CHANGE OF NAME OF THE TENDERER:-

- a) At any stage after tendering, AEGCL shall deal with the Contractor only in the name and the address under which he submitted the tender. All the liabilities/ responsibilities for due execution of the contract shall be that of the Contractor.
- b) Any change/ alteration of name/ constitution/ organization of contractor shall be duly notified to the AEGCL and the AEGCL reserves the right to determine the contract, in case of any such notification.

16. Guarantees and Penalties

- a) Liquidated Damages (LD): The proposed scope of work is to be completed within stipulated/agreed schedule. Any delay beyond that will attract penalty as per AEGCL's General condition of supply and erection. Liquidity Damages 1.0% (one percent) of the amount of delayed work per week subjected to the maximum 10 % of the contract value.

17. Termination of contract on Contractor's default

If the Supplier 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 Purchaser in connection with the works or shall contravene the provisions of the Contract, the owner may give notice in writing to the supplier to make good the failure, neglect or contravention complained of. Should the supplier 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 supplier, 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 supplier's hands and re-contract with any other person or persons to complete the works or any part thereof 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.

18. 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.

In the event of such a termination, the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies the Owner is satisfied that the legal representatives of the individual contractor or of the proprietor of propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Owner shall be entitled to cancel the Contract as to its uncompleted part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to surviving partners of the contractor's firm on account of the cancellation of the contract. The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, the Owner shall not hold the estate of the deceased Contractor and/or the surviving partner of the Contractor's firm liable to damages for not completing the Contract.

19. Frustration of contract

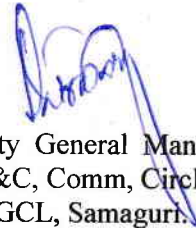
In the event of frustration of the contract of supervening impossibility in items of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the contract.

In the event of non-availability or suspension of funds for any reasons whatsoever (except for reason of willful or flagrant breach by the Owner and/or contractor) then the Works under the contract shall be suspended. Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract. In the event Performance Bank Guarantee, the parties shall mutually discuss to arrive at reasonable on all issues including amounts due to either party for the work already done on "Quantum merit" basis which shall be determined by mutual agreement between the parties.

20. Disclaimer:

While the Company will make every endeavor to extend necessary facilitation in expediting the work, the contractor shall be responsible to organize and arrange all necessary inputs right from mobilization activities up to completion of the supply work. Company will not entertain any failure / delay on such accounts. Also, Company will not be responsible for any compensation, replenishment, damage, theft etc. as may be caused due to negligent working, insufficient coordination with Government / non-Government / Local Authority by the contractor and/ or his personnel deputed for work. The contractor shall take necessary insurance coverage under LIC/GIC etc. for his working personnel and the goods in store as well as in transit. The contractor will be deemed to have made him acquainted with the local working conditions at site(s) and fully provide for into the bid submitted.

- a) If for any reason the last date of receiving and opening of tender or the date of pre-bid discussion is a declared holiday the next working day will be considered for receiving and opening of bid or pre bid discussion.
- b) **Terms and conditions, which are not specified, herein above will be governed by the AEGCL's General Conditions of supply and erection in force. AEGCL's General Conditions of supply and erection (GCSE) may be seen in our official website www.aegcl.co.in.**



Deputy General Manager
CA T&C, Comm, Circle,
AEGCL, Samaguri.

BILL OF QUANTITIES AND PRICE BIDDINGSCHEDULE

**Price Bid Format
(To be filled up by the bidder)**

SN	Name of item	Unit of Material	No of Quantities	Rate	GST	Total Rate for Door delivery at our T&C inclusive of loading, unloading, forward stacking, Freight & Insurance
			(A)	(B)	(C)	$D=(B+C)*A$
1	Optical Laser Source	Qty.	2			
2	Optical Power Meter	Qty.	2			
	TOTAL (Rs)					

Total: Rupees.....

.....only

Signature of the bidder

With Seal, Date, address and contact no

TECHNICAL SPECIFICATION

SI No	Description For (Laser Source)	Specification	Compliance
1	Central Wavelength (nm)	1310 +/- 20; 1550 +/- 20	
2	Spectral Width (nm)	≤ 5	
3	Output Power (dBm)	≥ - 5	
4	Power Stability (dB)	+/- 0.10	
5	Battery Life (Hours)	60	
6	Tone Generation (Hz)	270,1 k, 2k	
7	Weight	≤ 0.4 Kg	
8	Operating Temperature	-10 ⁰ C to 50 ⁰ C	
9	Warranty	At least 1 year	
10	Make		
SI No	Description For (Power Meter)	Specification	Compliance
1	Power Meter Port	InGaAsX	
2	Power Range (dBm)	26 to -50	
3	Number of Calibrated Wavelength	5	
4	Power Uncertainty	+/- 5%	
5	Display Unit	dB/dBm/W	
6	Tone Generation (Hz)	270,1 k, 2k	
7	Weight	≤ 0.4 Kg	
8	Operating Temperature	-10 ⁰ C to 50 ⁰ C	
9	Battery Life(hours)	>300	
10	Warranty	At least 1 year	
11	Make		

N.B. Bidder to specify the offered cable specifications in the confirmatory column as YES/NO and need to submit the same in the technical bid for evaluation.

ANNEXURE AND PROFORMA

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(To be stamped in accordance with Stamp Act)

The non-Judicial stamp paper should be in the name of issuing bank

Appendix 1 - Form of Performance Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

(The non-Judicial Stamp Paper should be in the name of issuing Bank)

Bank's Name:

Address of Issuing Branch or Office:

Email id and phone no for correspondence:

Beneficiary: Managing Director, AEGCL

Name and Address of Purchaser

Bid Security No.:

WHEREAS _____ [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of LoA No. _____ dated _____ to execute _____ [*name of Contract and brief description of Works*]

(herein after 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 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 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 Works to be performed there under 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 expiry date:

BG clam date:

Bank's seal and authorized signature(s)

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 30 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.*

Appendix-2

COVERING LETTER (ON THE BIDDERS LETTER HEAD)

To,

*The Deputy General Manager
CA T&C, Communication, Circle,
AEGCL, Samaguri*

Sub: Submission of Tender.

Ref:-

1. NIT No.
2. 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.

I /We clearly understand that all materials, tools and plants, machineries, labours, testing of material, storage, 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.

.....
Signature & Seal of the Bidder

Appendix-3

PROFILE OF THE BIDDER

Hard copy of the following documents to be submitted with Techno-Commercial Bid.

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)	Employees Provident Fund	:-
f)	Employees State Insurance certificate	:-
g)	Labour License registration	:-
h)	Income Tax Clearance Certificate	:-
i)	Annual Turnover (Last 3 Years)	
j)	Bank Solvency	
k)	Professional Tax Registration	:-
l)	Date of Establishment/ Incorporation	:-
m)	Postal Address	:-
	House No.	:-
	Lane	:-
	Street	:-
	Town/Village	:-
	Post Office	:-
	P.S.	:-
	District	:-
	Pincode	:-
n)	Telephone Number	:-
	Mobile No.	:-
	E-Mail Address	:-
	Website	:-
o)	Name(s) of the Owners / Directors/Partners	:-
p)	Name of the Banker with Address and Telephone Number	:-
q)	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:- Mobile Number:- Email Address:-

Appendix-4

WORK EXPERIENCE OF THE BIDDER

Following documents to be submitted with Techno-Commercial Bid (Envelope-1)

In order to techno-commercially qualify for this Bid, the bidders have to submit work orders along with Performance certificate for similar nature of work executed within last 3 (Three) years at any Govt. Dept., PSU etc. As per guidelines laid down in **clause (B) i.e. (ELIGIBILITY QUALIFICATION) 3. i.e. (TECHNICAL QUALIFICATION).**

If the nature of work and value differs from the above stated conditions, it will not be considered while evaluation of technical qualification.

Sl. No.	Name of work	Nature of Work	Executed Amount	Starting Date	Completion Date
a)					
b)					
c)					
d)					

NB:- The Bidder may prepare extra sheet if required

Appendix-5

FINANCIAL QUALIFICATIONS

Following documents to be submitted with Techno-Commercial Bid (Envelope-1)

In order to techno-commercially qualify for this Bid, the bidders have to submit annual audit report for last 3 (three) years. As per the guidelines laid down in clause no **(B) i.e. (ELIGIBILITY QUALIFICATION) 4. i.e. (FINANCIAL QUALIFICATION)**.

1.	Financial Qualifications:
a)	Minimum average annual turnover of Rs..... calculated as total certified payments received for contracts in progress or completed.
b)	Minimum cash flow of Rs..... showing financial resources such as liquid assets unencumbered real assets, line of credit and other financial means. Bank solvency certificate to be submitted.

NB:- The Bidder may prepare extra sheet if required.