

ASSAM ELECTRICITY GRID CORPORATION LIMITED
Regd. Office: 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001
CIN:U40101AS2003SGC007238
Ph:-0361-2739520/Fax:-0361-2739513 Web: www.aegcl.co.in



TENDER DOCUMENT

Name of Work: - “Installation of Aluminium partition from the existing one upto the height of ceiling along with installation of an split type Air conditioning system at the Chamber of Medical officer, ground floor, west side, Bijulee Bhawan.”

**Chief General Manager (PP&D),
AEGCL, Bijulee Bhawan**

NIT No:- AEGCL/DGM(Civil)/Tech-002/BB/Part-19/20-21/028

Dated:- 09.09.2024

Tender Document Cost - ₹ 500/- (Non- Refundable)

For and on behalf of the Managing Director, Assam Electricity Grid Corporation Limited (AEGCL), the Chief General Manager (PP&D) invites **Open (sealed) Tender** for the work **“Installation of Aluminium partition from the existing one upto the height of ceiling along with installation of an split type Air conditioning system at the Chamber of Medical officer, ground floor, west side, Bijulee Bhawan.”**

A single stage two envelope procedure (**Techno-Commercial and Price Bid**) will be adopted for this tender. **Two different envelopes to be used as follows:-**

Envelope-1: Bid document signed by the bidder on all pages, Earnest Money Deposit, Valid Labour license, Latest Bank solvency, EPF, last 3 years ITR, GST, PAN.

Envelope-2: Price Bid

All tenders shall have to be submitted under sealed/& signed covers super-scribing the Tender Notice No with date and name of the work completely and clearly on the top of the cover.

(1) **INFORMATION TO BIDDER:**

I. NAME OF WORK:-“Installation of Aluminium partition from the existing one upto the height of ceiling along with installation of an split type Air conditioning system at the Chamber of Medical officer, ground floor, west side, Bijulee Bhawan.”

II. LOCATION OF WORK:- Bijulee Bhawan, Paltan Bazar, Guwahati, Assam.

III. CONTACT ADDRESS: -
O/o the MD, AEGCL, Bijulee Bhawan, Paltanbazar,Guwahati-781001.

IV. BIDDING PROCEDURE: -The bidders have to collect the bid document from the concerned office and obtain other necessary information for submission of the bid.

(2) **BASIC DETAILS:**

a)	<u>NIT NO:</u>	AEGCL/DGM(Civil)/Tech-002/BB/Part-19/20-21/028 Dated:- 09.09.2024
b)	Tender Details/ Name of work:-	“Installation of Aluminium partition from the existing one upto the height of ceiling along with installation of an split type Air conditioning system at the Chamber of Medical officer, ground floor, west side, Bijulee Bhawan.”
c)	<u>WORK TYPE:-</u>	Civil & Other Works
d)	Tender Type:-	Open Tender (Offline)
e)	Tender Inviting Authority:	

	(i) Designation: (ii) Address:	Chief General Manager (PP&D), AEGCL, Bijulee Bhawan, Paltan Bazar, Guwahati, Assam.
f)	<u>TOTAL TENDER VALUE:</u>	Rs 1,14,962.00 (inclusive of GST)
g)	<u>EMD/BID SECURITY:</u>	Rs. 2500.00 (Twenty Five Hundred) through Demand Draft in favour of the Managing Director, AEGCL, Payable at Guwahati
h)	<u>TENDER PAPER COST:</u>	Rs. 500.00 (Five Hundred, through Demand Draft) Non-Refundable
i)	<u>CRITICAL DATES:-</u>	
	Tender Start Date	12/09/2024 1000 Hrs 00 Mins
	Submission Start Date	13/09/2024 1400 Hrs 00 Mins
	Tender End Date	04/10/2024 1200 Hrs 00 Mins
	Tender Opening Date	05/10/2024 1400 Hrs 00 Mins

- (3) **TENDER VALUE:**
The tender value **inclusive of GST** is **Rs 1,14,962.00 (Rupees One Lakh Forteen Thousand Nine Hundred Sixty Two)** only

I) TENDER PROCESSING FEE AND MODE OF PAYMENT: -

The Bidder shall bear all costs associated with the preparation and submission of its Bid, AEGCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder has to pay Non-Refundable tender Doc fee of **Rs. 500.00 (Rupees Five Hundred Only)** through Demand Draft in favour of “**Managing Director, AEGCL, payable at Guwahati.**”

II) SECURITY DEPOSIT MONEY:-The **Security Deposit** to be taken for the performance of the work under the terms & condition laid down in the tender form (AEGCL) will be a deduction of 10% from the bill on account of the work done. The Security deposit of 10% will be released after the completion of the **warranty period of 18 (Eighteen) Months.** No interest shall be payable on such deposits.

III) In case of unsuccessful tenderer, **Earnest Money Deposit (EMD)** will be released on request from the tenderer on a date subsequent to issued work order with the successful tenderer. In case of successful bidder earnest money will be released after the deduction of Security Deposit money from the final bill.

- (4) **VALIDITY OF BID: -**

Bid shall remain valid for the period of **180 (One Hundred Eighty) days** after the submission deadline date prescribed by AEGCL. In exceptional circumstances, prior to the expiration of the Bid validity period, AEGCL may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

- (5) **TIME OF COMPLETION: -**

The allotted time of completion for the work is **20 (Twenty) days** from the date of issue of work order.

- (6) **TECHNICAL QUALIFICATION: -**

a) Experience having successfully completed similar works during last 7(Seven) years ending last day of the month previous to the one in which applications are invited

should be either of the following:-

- i) **3 (Three) similar completed works** each costing not less than the amount equal to **Rs. 45,985.00** (Forty Five Thousand Nine Hundred Eighty Five) or
- ii) **2 (Two) similar completed works** each costing not less than the amount equal to **Rs. 57,481.00** (Fifty Seven Thousand Four Hundred Eighty One) or
- iii) **1 (One) similar completed work** costing not less than the amount equal to **Rs. 91,970.00** (Ninety One Thousand Nine Hundred Seventy).

(7)

FINANCIAL QUALIFICATION:-

a) Minimum average annual turnover of **Rs 6,00,000.00 (Six Lakhs)** calculated as total certified payments received for contracts in progress or completed, within last three years. Audited balance sheet of last three years must be furnished as a proof of annual turnover. Any other form of supporting documents instead of audited balance sheet will not be accepted.

(b) Bank Solvency Certificate mentioning amount (not older than 30 days from the date of publishing the NIT) should be furnished. Amount should be higher than the tender value.

(8)

DISCLAIMER: -

AEGCL is not committed contractually in any way to those Bidders whose Bid are accepted. The issue of this Bid does not commit or otherwise oblige AEGCL to proceed with any part or steps of the process.

(9)

AMENDMENT OF TENDER DOCUMENT: -

- a) At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addendum.
- b) To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, AEGCL may, at its discretion, extend the deadline for the submission of bids.

(10)

LANGUAGE OF BID: -

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and AEGCL, shall be written in the English and/or Assamese language.

(11)

NEGOTIATION WITH BIDDER: -

The AEGCL reserve the right to hold negotiations with lowest bidder if AEGCL feels the quoted rates of particular item(s) are unreasonably high. The bid must be valid, eligible and technically acceptable and considered for award of contract. Cost quoted by bidder shall be inclusive of all scope of work as specified in the bidding document including any related services that is implicit to carry out the work successfully. Price will be firm and no price variation will be allowed within the completion period given in the work order.

(12)

VERIFICATION OF DOCUMENTS: -

AEGCL reserves the right to verify the documents submitted by the bidders with issuing authority and if any abnormalities are observed in the same, their bids will be rejected.

(13)

RIGHT TO REJECT: -

- a) The AEGCL reserves the right to reject any or all the bids without assigning any reason thereof and the AEGCL further reserves the right to split up the work order in favour of more than one Contractor. The AEGCL also reserves the right to reject the lowest or any other price without assigning any reason. The clauses which are not appearing in this Bid document will be as per **The General Condition of Supply and Erection 2009 of AEGCL. The General Condition of Supply and Erection 2009 of AEGCL is available**

in the AEGCL's website www.aegcl.co.in

- b) **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 or any government organisation/department 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 and any other action as deem fit may be taken by AEGCL.**

(C) LEGAL ENTITY:-

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.

(14)

GENERAL CONDITIONS OF CONTRACT:

- a) The Tenderer should fully understand the site condition and have proper assessment of work. They are advised to visit the site and know the actual ground condition, means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risks contingencies and other circumstances which may influence or affect their tender. A Tenderer shall deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and monitoring at his own cost and all the materials, tools and plants water, electricity access, facilities of workers and other services required for execution of the work unless otherwise specifically provided for in the contract document. Submission of tender by a tenderer implies that he has read the notice and all other contract documents and made himself aware of the scope and specification of the work to be done.
- b) Technical Bid and Price Bid should be signed by the same authorized signatory.

- (c) **SPECIAL CONDITIONS OF CONTRACT**

No tools and plant will be supplied by the AEGCL authority and the bidder will have to make their own arrangements for providing necessary tools and plant required for proper completion of work.

(15)

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.

(16)

LABOUR LEGISLATION: -

- a) The Bidder shall comply with the provisions of The Assam lift and Escalator act 2006, Apprentices Act 1961, payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Act or the modifications thereof and any other rule relating thereto and the rules made there under from time to time.
- b) The Bidder shall indemnify and keep indemnified AEGCL against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour

Regulations. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

- c) The Bidder shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the Bidder.
- d) The Bidder shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by them. The Bidder shall fully indemnify AEGCL against any action by the state and/or Central Government for any default or alleged default by the Bidder for violation of any of such rules and regulations. If, due to any default of the Bidder, AEGCL has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, AEGCL shall be entitled to recover from the Bidder all such expenditure in full from any payment due to the Bidder or by taking any other legal action as deem fit and proper by AEGCL.

(17) **GOVERNMENT AND LOCAL RULES:-**

- a) 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.

b) **ELIGIBILITY OF CONTRACTORS EMPLOYEES: -**

The Contractor shall employ in and about the Execution of the works only such persons as are skilled and experienced in similar works i.e repairing and renovation works. A list of such personnel should be submitted in corresponding Appendix 2.

(18) **TAXES: -**

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

(19) **INSURANCE: -**

The bidder shall arrange for any pay/cost of personnel accident insurance, medical treatment etc. in respect of their employees assigned to the works for all time and shall govern by Law of the land.

(20) **DAMAGE TO PERSON AND PROPERTY: -**

The Contractor shall be responsible for all injury to the work or to workmen, to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of contractor or its employees, against whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract. The Contractor shall at his cost effect the insurance necessary and indemnify AEGCL entirely from all responsibility in this respect. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, all medical expenses, compensation to be borne in the event of accident etc., damage or loss to the Contract itself till this is made over a complete state. Insurance is compulsory and must be affected from the very initial stage and should cover the entire contract period till handing over of complete works. The Contractor shall also be responsible for any damage to any property arising out of incidents, negligence or defective carrying out of this Contract. AEGCL shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim for damages from any sums due or to become due to the Contractor.

(21)

ACCEPTANCE OF BID AND CONTRACT AGREEMENT:-

An agreement shall have to be drawn on non-judicial stamp of appropriate denomination with AEGCL by the selected Contractor within 15 (fifteen) days from the date of issue of the LOI/Work order. **(Not Required for empanelled contractor as they already have an agreement with AEGCL)**. 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.**

(22)

PAYMENT TERMS: -

- a) No advance/Mobilization advance shall be made in this contract.
- b) No claim for interest shall be entertained by AEGCL in respect of any money or balance which may be in AEGCL's hands owing to any dispute or difference or misunderstanding between the contractor and the AEGCL or due to the reason beyond the reasonable control of AEGCL. **Also the terms & conditions which are not mentioned here will conform to "AEGCL General Terms & Conditions of Supply & Erection 2009"**.
- c) No running bill shall be paid to the contractor.
- d) Final bill must contain the Measurement Book.
- e) First & Final payment shall be released to the contractor only after completion of the work
- f) Payment is subject to availability of specific fund.
- g) The Bidder / Firm will have to be submitted the following Net Banking details.
 - Banker's Name & Branch
 - Account No
 - Banker's address
 - Banker's IFSC Code
 - Banker's RTGS Code

(23)

EXTENSION OF TIME:-

Time is the essence of the contract. No extension of time shall be allowed except on valid reason after pre-approval from competent authority.

(24)

DEATH, BANKRUPTCY ETC:-

- a) If the Contractor becomes bankrupt or being a corporation is in the process of winding up, amalgamation or reorganization, the AEGCL shall be at liberty to:
 - i. Terminate the contract forthwith by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested.
 - ii. Give such liquidator, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be determined by the AEGCL.
- b) In case of death of the Contractor before completion of work and supply, the Engineer or AEGCL shall be at liberty to:
 - i) Close up the contract and take over the completed portion of work done and made as per specification and make final payment to the legal heir of the Contractor on receipt of claim from such legal heir.
 - ii) Give the contract to the legal heir of the Contractor subject to his depositing a performance security for the due and faithful performance of the contract. The performance security amount shall be determined by the AEGCL commensurate with the incomplete portion of the work. The AEGCL will enter into a fresh contract with the legal heir of the Contractor on the same terms and conditions of the earlier contract.

(25)

CONTRACTUAL FAILURE, LIQUIDATED DAMAGE AND PENALTY:-

Liquidity Damages 1.0% (one percent) of the amount of delayed work per week subjected to the maximum 10 % of the contract value.

- (26) **FORCE MAJEURE CONDITION:-**
Force Majeure condition shall be considered as any circumstances beyond reasonable control of the party claiming relief, including but not limited to strikes, lockout, civil commotion, riot insurrection, hostilities, mobilization, war, fire, flood, earthquake, malicious damage or accidents could entitle contractor to extension time. Any such delay should be intimated by the contractor within 10 (ten) days from the beginning of such delay for consideration, any claim without aforementioned may not be considered under force Majeure.
- (27) **SETTLEMENT OF DISPUTE, TERMINATION AND ARBITRATION:-**
- If the performance of the contractor is not satisfactory and not corrected within 15 days of receiving notice, then AEGCL shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the contractor.
- Any dispute arising out of the contract will be first settled bilaterally between AEGCL and Contractor. In case, dispute cannot be settled bilaterally, it will be referred to arbitration to a sole arbitrator appointed by AEGCL. The contractor shall not stop the work during settlement of any dispute if not specially directed by AEGCL. All disputes shall be subjected to the jurisdiction of District Court of respective District of work.
- (28) **WORK COMMENCEMENT: -**
The work should be started only after having the following documents.
- a) Work Order
 - b) Specifications of item & schedule of Quantity as **Annexure** (attached with work order)
- (29) **SCOPE OF WORK:-**
The scope of work involves installation of aluminium partition walls, Installation of new 1.5 ton Air conditioning system (Carrier/Voltas/Bluestar) along with other associated works.
- (30) **SITE PREPARATION:-**
All works required for site preparation will have to be carried out by the contractor at his own expense, whenever directed by the engineer-in-charge.
Any waste, debris or unwanted material has to be disposed off by the contractor outside the Bijulee Bhawan premises.
- (31) **WORK SCHEDULE:**
The contractor has to submit the list of manpower along with contact numbers to be engaged for the work to the AEGCL.
- (32) **ELIGIBILITY QUALIFICATION:**
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) A 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.

Appendix-1

COVERING LETTER (ON THE APPLICANT'S LETTER HEAD)

To,

The Chief General Manager (PP&D)
Assam Electricity Grid Corporation Limited
Bijulee Bhawan, Paltanbazar, Guwahati-01.

Sub: "Installation of Aluminium partition from the existing one up to the height of ceiling along with installation of an split type Air conditioning system at the Chamber of Medical officer, ground floor, west side, Bijulee Bhawan."

Ref: NIT No:- AEGCL/DGM(Civil)/Tech-002/BB/Part-19/20-21/028 Dated:- 09.09.2024

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.

Appendix-2

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)	PAN	:-
c)	GST Registration number	:-
d)	Employees Provident Fund	:-
e)	Employees State Insurance Certificate	
f)	Valid Labour License registration	:-
g)	Last three F.Y income tax return certificate	
h)	Bank Solvency Certificate mentioning amount (not older than 30 days from the date of publishing the NIT) *Higher than the tender value*	:-
i)	Turnover Certificate	
j)	Similar work experience 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 (Furnish here name of that person with whom AEGCL may get in touch for more information or clarifications)	Name:- Designation:- Mobile Number:- Email Address:-