

**ASSAM ELECTRICITY GRID CORPORATION LIMITED**  
**Regd. Office:1st floor, Bijulee Bhawan,Paltanbazar,Guwahati-781001**  
**CIN: U40101 AS2003SGC007238**  
**Phone: 0361-2739520/Fax:0361-2739513 [web: www.aegcl.co.in](http://www.aegcl.co.in)**



**Bidding Document**

**For**

**Procurement along with Installation of 14 Nos. of**  
**Air Conditioners for Control Rooms, Battery Room**  
**& Charger Room at various GSS under Silchar T&T**  
**Division, AEGCL, Silchar**

**DEPUTY GENERAL MANAGER**  
**SILCHAR T&T CIRCLE**  
**AEGCL, SILCHAR-788015**

<b>Tender Cost:</b>	<b>₹1,000.00</b>
<b>EMD:</b>	<b>₹23,600.00</b>

**BID NO: AEGCL/STTC/TECH-12/2024-25/14****Date: 13.09.2024**

For & on behalf of the **Managing Director, AEGCL, the Deputy General Manager, Silchar T&T Circle, AEGCL, Silchar**, invites tenders in prescribed form, from reputed Firms/Contractors/Manufacturers with sound technical and financial capabilities for the following work. A single stage two envelope procedure (**Techno-Commercial and Price Bid**) will be adopted for this tender.

Sl. No.	Name of work	Estimated Cost In INR	Time of Completion In Days	Bidding Address
1	<b>Procurement along with Installation of 14 Nos. of Air Conditioners for Control Rooms, Battery Room &amp; Charger Room at various GSS under Silchar T&amp;T Division, AEGCL, Silchar</b>	<b>11,77,572.00</b>	<b>70 days from the date of issue of Supply order</b>	<b>O/o The DGM, Silchar T&amp;T Circle, AEGCL, Silchar, Meherpur, Silchar-15</b>

**1.0 Cost of Bidding Document:**

Bidder has to pay Non-Refundable tender document cost of **Rs.1,000.00 (Rupees One Thousand)** only in the form of A/C payee Demand draft (Non-refundable) pledged in favour of “**Managing Director, AEGCL, Paltan Bazar, Guwahati-01**”, payable at Guwahati.

**2.0 Bidding Address:**

Tender papers can be purchased on application in plain paper from the **Deputy General Manager, Silchar T&T Circle, AEGCL, Silchar**.

**3.0 Key Dates: -**

a) <b>Bid Document available in Website</b>	<b>12:00 Hrs of 16-09-2024</b>
b) <b>Bid Submission Start Time &amp; date:</b>	<b>12:00 Hrs of 16-09-2024</b>
c) <b>Bid Submission end time &amp; date:</b>	<b>14:00 Hrs of 07-10-2024</b>
d) <b>Techno-Commercial Bid Opening time:</b>	<b>11:30 Hrs of 08-10-2024</b>

**4.0 Bidding Procedure :**

- All Tenders shall have to be submitted in prescribed forms attached herewith eventually to be drawn up in the rules of AEGCL.
- Two different envelopes to be used as follows:-
  - Envelope-1 (Technical Bid):** Bid document signed by the bidder on all pages, Tender fee, Earnest Money, Techno-commercial data of the Bidder, GTP and other mandatory documents must be enclosed.
  - Envelope-2 (Price Bid):** As per format of the Price Bid attach.
- All tenders shall have to be submitted under **sealed & signed** covers super-scribing the **Tender Notice No** and **Name of the Work** completely and clearly on the top of the corner.
- All tenders shall have to be submitted/drop in the concerned tender box on or before the last date and time of submission of tenders either by post or in person.
- If Bidders desire to submit their Bid by post, at their own expenses, it should be posted well in advance so as to ensure that their tenders reach the office of the tendering address on or before the specified date and time of submission of tender. AEGCL will not take any responsibility for loss, damage, tempering or delay of tenders sent by post.
- Bidder submitting Bid in person should submit their Bid in the tender box during the working hours on or before the last date and time of submission of tender.
- Tender will be rejected if submitted beyond the aforesaid time and date.
- AEGCL has the right to cancel the tender at any moment, without assigning any reason thereof. Bidder will not be entitled to claim any expenses and AEGCL will not be responsible for any costs or expenses incurred on the preparation and submission of the Bids.

## 5.0 Validity of Bids and Bids Prices:

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

## 6.0 Bid Security:

- a) All bids must be accompanied by a bid security amounting to **Rs. 23,600.00** only in the form of **Demand Draft** from any Nationalized Bank payable at Guwahati in favour “**Managing Director, AEGCL, Paltan Bazar, Guwahati-01**”, payable at Guwahati.
- b) Any bid not complying with the terms and conditions then his bid shall be rejected by the Employer as non-responsive.
- c) The earnest money of the successful Bidder shall be returned when the successful Bidder has signed the Contract and furnished the required performance security.
- d) The earnest money of the unsuccessful Bidders shall be returned as promptly as possible when the successful Bidder has signed the Contract.
- e) The earnest money may be forfeited:
  - If a Bidder withdraws its bid during the period of bid validity specified by the Bidder.
  - If the successful Bidder fails to Sign the Contract with in the specified period.
- f) The Bid Security of a JV shall be in the name of the JV that submits the bid.

## 7.0 Format and Signing of Bid:

- a) The Bidder shall prepare one original copy of the Technical Bid and one original copy of the Price Bid comprising the Bid and clearly mark it —ORIGINAL - TECHNICAL BID and —ORIGINAL - PRICE BID.  
 In addition, the Bidder shall submit three copies of the bid, in the number specified and clearly mark each of them —COPY. In the event of any discrepancy between the original and the copies, the original shall prevail.
- b) The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bid Document and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- c) A bid submitted by a JV shall be signed so as to be legally binding on all partners.
- d) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## 8.0 Eligible Bidders:

- a) A Bidder may be a private entity or a government-owned entity or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium, or association (JV). In the case of a JV:
  - All partners shall be jointly and severally liable, and
  - The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- b) A Bidder, and all partners constituting the Bidder, shall have Indian nationality. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of Republic Of India. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

- c) 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.
- d) A firm that is under a declaration of ineligibility by the AEGCL or any Government Entity or PSU at the date of the deadline for bid submission or thereafter i.e. on or before contract signing date shall be disqualified. Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.

## **9.0 Financial Capability:**

- a) Bidder will require to submit along with the bid the **audited balance sheets, IT return and other legal financial statements** acceptable to AEGCL, for the **last 3 (three) years** to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, an Applicant's net worth calculated as the difference between total assets and total liabilities should be positive.
- b) **Average Annual Turnover:** Minimum average annual turnover **INR 3,53,271.60** calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) Years.

## **10.0 Work Experience:**

- a) Experience on similar nature of works under contracts in the role of manufacturers, contractor, subcontractor, or management contractor for at least the last 5 (Five) years prior to the bid submission deadline.
- b) The Bidder should have successfully completed similar works within last 5 (Five) Financial years. Documentary evidence such as Work Order, Completion Certificate, etc. should be submitted as per below mentioned criteria:
- **Three (3) similar** completed works costing not less than **Rs.4,71,028.80**
  - **Two (2) similar** completed works costing not less than **Rs. 5,88,786.00**
  - **One (1) similar** completed works costing not less than **Rs. 9,42,057.60**
- c) The Bidder must have experience of executing work of similar nature previously in AEGCL/APDCL or any other government organization or PSU. The bidder must submit experience and completion certificate for scrutiny by AEGCL. Each of such project/ works should consist of completion certificate.

## **11.0 Evaluation Criteria:**

- a) **Evaluation will be done on the basis of Bid Clause No. 8.0 : Eligible Bidders, Cl. No. 9.0 : Financial Capability, Cl. No. 10.0 : Work Experience and in accordance with the Annexure I to be duly filled in, signed and submitted by the bidder.**
- b) Price Bid of only **Responsive and Qualified Techno-Commercial Bidders** will be opened.
- c) **Price Bid Envelope of the Non-responsive Techno Commercial Bidders will be returned** to the respective bidders against submission of a written request by the bidder.

## **12.0 Correction of Errors in the Price Bid:**

- a) **Arithmetical Error**, if observed while in Price Bid evaluation, same will only be corrected.
- b) Arithmetic Errors in the Price Bid 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 total costs shall prevail and the total bid amount will be corrected.
  - The amount stated in the Price Bid will be adjusted by AEGCL in accordance with the above procedure for the correctness 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.

- c) **Any post bid correction request will NOT BE ENTERTAINED.**

### **13.0 Bid Evaluation Process 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 are fewer than five substantially responsive bidders and if the bid price is 20% or more below the 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:-**When there are at least 5(five) nos. of substantially responsive bids and the lowest bid price is 20% or more below AEGCL's cost estimate. 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.

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 an ALB, the tender evaluation committee of the respective tenders shall undertake the following three stage review process which are as below:

- i. Identify ALB as per the steps mentioned in Clause No. (a). (i) and (a). (ii), whichever is applicable.
- ii. To seek and analyses the clarifications from the abnormally low Bidder in terms of resource inputs and pricing, including overheads, contingencies and profit margins. In that respect, the committee may refer to guideline of World Bank, AIIB, ADB etc. prescribed for ALB.
- iii. To decide whether to accept or reject the bid.

- (c) Additional Performance Security In case of acceptance of ALB:

- i. If any abnormally low bid is accepted with additional performance security, it is to be noted that the total performance security should not 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 similar to that applicable for defect liability period of the contract.
- iii. Non submission of the additional performance security shall constitute sufficient ground for rejection of the bid and similar assessment shall then be initiated for next ranked bidder if that bidder is also identified as ALB.

### **14.0 Late Bid:**

- a) Any bid submitted *after the due date and time* will be rejected without any prejudice.
- b) AEGCL will not be responsible for any Postal and/or Courier Delay in delivering the bid. The same received after the scheduled closing date and time will be rejected without any prejudice.
- c) Bidding through **EMAIL WILL NOT BE ACCEPTED.**

### **15.0 Clarification on Bid Documents and Contacting AEGCL:**

- a) A prospective Bidder requiring any clarification of the Bidding Document shall contact the AEGCL in writing at the AEGCL's address (**O/o the Deputy General Manager, Silchar T&T Circle, AEGCL, Silchar-788015**) and raise his enquiries prior to 7 (seven) days of closing of the bid. The Employer will respond to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The AEGCL's response shall be in writing with copies to all Bidders who have acquired the Bidding Document including a description of the inquiry but

without identifying its source. Should AEGCL deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so.

- b) The Bidder is advised to visit and examine the site where the work is to be Carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the site shall be at the Bidder's own expense.
- c) The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

#### **16.0 Amendment of Bidding Document:**

- a) At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- b) Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from AEGCL.
- c) 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.

#### **17.0 Preparation of Bids by the Bidders:**

- 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) **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 language.

#### **18.0 Bid Prices and Discounts:**

- a) Bidders shall quote price inclusive of GST and all other applicable taxes. No extra calculation for discounts or other taxes will be done during evaluation.
- b) 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 and subcontracting (if any), delivery, construction, installation and completion of the Work. 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.
- c) Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.
- d) Sales Tax, GST and all other taxes (as applicable) payable on the work should be indicated separately. In case of failure to indicate so AEGCL will consider such taxes are included in the Offered Price.
- e) Since the work being "work contract" which is one and individual and which involves no separate contract for the sale of materials, the contractor shall have not be entitled to get any VAT and or any other taxes, levies reimbursed from the AEGCL for the supply of the materials.
- f) Taxes like work contract, income tax etc. which need to be deducted at source as per the prevailing law of the land, will be deducted at source.

g) **The Prices shall be FIXED and FIRM:**

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. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

**19.0 Mandatory Documents:**

- i) Bidders(s) knowledge from actual personal investigation of the resources of the region or District (S) in which he/they offers the work.
- ii) The Bidder shall furnish copy of their **PAN Card**. In case the bidder is a partnership Firm, the **PAN** card must be in the name of firm.
- iii) In case the bidder is a partnership Firm, the **work experience, solvency and turn over** shall be in the name of **partnership Firm** only.
- iv) **GST registration No.**
- v) **Registered Power of attorney, if any.**
- vi) **IT Return for last three Years.**
- vii) **Audited Balance Sheet for last three years.**
- viii) **Bank Solvency Certificate**
- ix) **Trade License (Valid).**
- x) **Dealership Certificate or Authorization from Dealer of Supply.**
- xi) **Warranty Certificate of the Compressor.**
- (ix) **Documentary proof of Availability of AC Service Centre at Silchar/Guwahati.**

**NOTE:** Warranty Certificates of the compressor to be provided by authorized dealer/distributor. If the warranty certificate is not submitted, the security deposit will be held for the period of 5 (Five) Year.

**20.0 SCOPE OF WORK:-**

The various activities under the scope of work shall among other related aspects cover the following:-

- a) **Supply and installation of 14 Nos. of Air Conditioners for Control Rooms, Battery Room & Charger Room at various GSS under Silchar T&T Division, AEGCL, Silchar.**
- b) **List of GSS along with Nos. of Air Conditioner required against each GSS**

<b><u>Sl. No.</u></b>	<b><u>Name of GSS</u></b>	<b><u>Nos. of Air Conditioner required against respective GSS</u></b>	<b><u>Total Nos. of AC required</u></b>
1	132 kV Srikona GSS	3 Nos. of AC required for Control Room of 132 kV Srikona GSS	<b>14 Nos.</b>
2	132 kV Pailapool GSS	4 Nos. of AC required for Control Room of 132 kV Pailapool GSS	
3	132 kV Haflong GSS	1 No. of AC required for Control Room & 2 Nos. of AC for Battery Room (Battery & Charger are in same room) of 132 kV Haflong GSS	
4	132 kV Karimganj GSS	2 Nos. of AC required for Control Room, 1 No. of AC for Battery Room & 1 No. of AC for Charger Room (Battery & Charger are in separate room) 132 kV Karimganj GSS	

- c) Loading at manufacturer's works, transportation and delivery at the substation site, including unloading at destination site. Also, providing of all labours, materials, scaffolding, equipment and plants and transportation of incidental items not shown or specified but reasonably implied or necessary for the completion of work.
- d) Freight & Transit Insurance, storage at site and site insurance of all materials at site shall be in the scope of the contractor.
- e) Arrangements of any permits required for transportation and movement of supplied materials. However, AEGCL shall assist as far as practicable in the process.
- f) A list of various items normally involved in proposed type of work is provided in this document. This, however, is not to be considered as limiting but only typical. Vendors' scope will include all other items and materials as may be required to effectively complete the work.

Above all, the scope of work of the vendor/contractor will include all items and facilities as may be necessary to complete the electrification work and as binding requirement.

## **21.0 BASIC SPECIFICATION OF THE VARIOUS MATERIALS/CABLE/WORKS TO BE SUPPLIED /CARRIED OUT:-**

### **21.1 GENERAL REQUIREMENTS:-**

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

## **22.0 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 literature, drawings and data, and shall furnish:

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

## **23.0 SITE VISIT:-**

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



**24.0 DOCUMENTS:-**

After supply, erection, testing and commissioning of the air-conditioning units, the bidder shall submit the following documents in triplicate:

- As-built drawing of the air-conditioning system.
- Instruction manual for operation and maintenance of the air-conditioning system.
- Guarantee certificate as per relevant Clause of General Condition of Contract and CL of the Technical Specification.
- Model Catalogue, GST Certificate, Authorization Letter, Service Centre Address & Contact No. in Printed leaflet in sub-station control room.

**25.0 ERECTION, TESTING & COMMISSIONING:-**

- a) All the work shall be completed within 70 days from the date of issue of Supply order. All aspects of safe installation including civil and electrical shall be the exclusive responsibility of the bidder.
- b) It is the responsibility of the bidder/ supplier to ascertain storage of the dismantled ACs in a safe manner at a location inside the Substations complex as directed by the Site Engineer (Resident Engineer)

**26.0 Contract Agreement:-**

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

**27.0 Liquidated Damage:-**

The date of completion of work shall be deemed to be the essence of the contract and shall not be completed no later than the date specified in the contract. In case of failure to complete the work within the stipulated period AEGCL shall be entitled to:

- a) Recover an amount at the rate of 1% (One percent) of the Contract Price per week or part thereof of delay, subject to maximum of 10% (Ten percent) of the contract price as liquidated damage to AEGCL.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the works or from any other obligations and liabilities of the Contractor under the Contract.

- b) To complete the balance work giving notice to the Contractor/Firm and to recover any extra expenditure incurred thereby for having to complete the work at a higher price at the risk and responsibility of the Contractor/Firm.

**28.0 Warranty:-**

- a) The contractor warrants that all goods are new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The term period of warranty shall mean the period of **18 months** from the date of the materials are received at site in good and acceptable condition. If during the period of warranty, any defect is found, the Contractor shall rectify all defects in design, materials and workmanship that may develop under normal use of the equipment upon written notice from the Purchaser who shall indicate in what respects the equipment is faulty. The rectification / free replacement must be carried out within a reasonable time period and at free of cost.
- b) In the event of any emergency, where in the judgment of AEGCL, delay would cause serious loss or damages, repairs or adjustment may be made by the engineer or a third party chosen by the engineer without advance notice to the contractor and the cost of such work shall be paid by the contractor. In the event such action is taken by the engineer, the contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the contractor of his liabilities under the terms and conditions of the contract.
- c) If it becomes necessary for the contractor to replace or renew any defective portions of the works, the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal.
- d) The repaired or new parts will be furnished and erected free of cost by the contractor. If any repair is carried out on his behalf at the site, the contractor shall bear the cost of such repairs.

- e) The acceptance of the equipment by the Employer shall in no way relieve the contractor of his obligation under this clause.
- f) In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the contractor and the engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.

### **29.0 Payment terms:-**

- **No advance payment** shall be made in this contract.
- No claim for interest shall be entertained by AEGCL.
- The price is firm and no price variation shall be applicable.
- First & Final bill for the supply will be entertained only after **100%** completion of the work.
- Payment will be made by **DGM, Silchar (T&T) Circle, AEGCL, Meherpur, Silchar.**  
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

### **30.0 Performance Security Deposit:-**

- a) The successful bidder shall have to deposit through a **Bank Guarantee** from a Nationalized or scheduled Bank of RBI in AEGCL's standard proforma on non-judicial stamp of appropriate value for an amount equivalent to **10% (ten percent)** of the total value of the order as performance security, immediately within **10 (ten) days** from the issue of the letter of intent/detailed orders (as the case may be), duly pledged in favour of "**Managing Director, AEGCL, Paltan Bazar, Guwahati-01**", payable at **Guwahati**, and such security deposit shall be **valid up to 30 (Thirty) days** beyond the **warranty period of 18 (Eighteen) months**. The **Bank Guarantee (BG)** should be submitted to the **O/o the Deputy General Manager, Silchar T&T Circle, AEGCL, Silchar-788015** by the successful Bidder.
- b) Please note that, if the selected Bidder / Firm fail to furnish the requisite 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 **18 (Eighteen) months** from the date of Supply.
- c) If the bidder / firm fails or neglects to observe and perform any of his obligations under the contract, Purchaser (AEGCL) shall have the right to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the Contractor/Firm.
- d) No interest shall be payable on such deposits.

### **31.0 Force Majeure Condition:**

Force Majeure condition shall be considered as any circumstances beyond reasonable control of the party claiming relief, including but not limited to strikes, 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 intimated **within 10 (ten) days** from the beginning of such delay to consider/approved, any claim without prior information may not be considered under force Majeure.

### **32.0 Settlement of Dispute and Arbitration:**

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 be by an arbitrator appointed by AEGCL. The contractor shall not stop the work during settlement of any dispute. All disputes shall be subjected to the jurisdiction of District Court of **Cachar District**.

### **33.0 Insurance :**

- a) The "Supplier" shall, have, unless, otherwise specified by the Purchaser, insure the materials through their underwrites at their cost and shall keep it insured against any loss/damaged/ pilferage in transit, destruction or damage by fire/ flood, without exposure to vagaries of weather or through riot, civil commotion, war or rebellion, for the full value of the materials until the materials are received at the purchaser's destination store.

- b) The “Supplier” shall be responsible for safe arrival at destination, unloading and receipt of the materials by the consignee. The Purchaser will discharge consignee’s responsibilities only and shall not be responsible for any damage/ loss/ pilferage/ non-delivery by the carriers.
- c) In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the Supplier shall replace free of cost missing / damaged / lost materials within **30(thirty) days** from the receipt of report thereof from the consignee(s) without waiting for settlement of their claims with their carriers / under-writers. Normally, such reports from the consignee(s) to the supplier shall be initiated within a period of 30(thirty) days from the date of receipt of each consignment by him /them.
- d) If it is considered necessary that the damaged equipment either in part or in full to be sent back to the manufacturer’s works for repair, the manufacturers/ suppliers will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Supplier.
- e) Unless, otherwise mutually agreed upon, in case of failure by the Supplier to replenish /make good of the loss /damage /short supplied quantities, within the stipulated period, the Purchaser reserves the right to forfeit the security deposit and/ or adjust any outstanding payment to the “Supplier” with the Purchaser or take any other appropriate action.

### **34.0 Right to Reject:**

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 document (bid) 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](http://www.aegcl.co.in) under Acts, Rules and Policies Tab.**

**Appendix-1**

**Letter of Technical Bid**

[Bidder's Letter head]

Date: \_\_\_\_\_

Tender No.: \_\_\_\_\_

Invitation for Bid No: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: \_\_\_\_\_.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the completion/delivery schedule specified in the bid document, the following Goods and Related Services: \_\_\_\_\_ .
- (c) Our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract;
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process;
- (f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by AEGCL, APDCL or APGCL under the Employer's country laws or official regulations
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Price Proposal Submission Sheet

Date: \_\_\_\_\_

Tender No.: \_\_\_\_\_

Invitation for Bid No: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.:  
\_\_\_\_\_

(b) We offer to supply in conformity with the Bidding Document and in accordance with the completion/delivery schedule specified Schedule of Supply & Erection, the following Goods and Related Services: \_\_\_\_\_

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:  
\_\_\_\_\_

(d) The discounts offered and the methodology for their application are:  
\_\_\_\_\_

(e) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Bidding Forms

Name of work: \_\_\_\_\_

Bid Identification No: \_\_\_\_\_

### General

- (i) Name of the Firm/Contractor:
- (ii) Full Address:
- (iii) Constitution of the Firm:
- (iv) Whether Partnership or any type:

### A) Experience

- (i) No of years the Firm/Contractor has been in operation under its present name.
- (ii) Details of work executed/being executed by the tenderer in the last three years.
- (iii) Testimonials from Clients Company on various works executed for the last three years.

(Details of works executed/under execution in the last three years including another department)

Sl. No.	Name of work & W/O No.	Worked Done Under	Value of Work	Specified date of completion	Present status/completed on

### B) Financial Position

- (i) Financial Turnover during the last three years (copies of Audited Annual report, Accounts or a statement duly certified by a chartered accountant and Income Tax return.

Year	Turn over

Any other details that the tenderer may like to furnish to substantiate their financial and technical ability to undertake this work and complete the same within stipulated period of completion.

Name of the Bidder: - .....

Signature of the Bidder/Firm .....

Full Name .....

Postal Address .....

Phone/Mobile No. ....

**PRICE BID**

(To be submitted in the Part-II, 'Price bid' in sealed envelope in quadruplicate)

**Name of the Bidder:****NIT No.** AEGCL/STTC/Tech-12/2024-25/14**Dated:** 13-09-2024**Name of the work:** Procurement along with Installation of 14 Nos. of Air Conditioners for Control Rooms, Battery Room & Charger Room at various GSS under Silchar T&T Division, AEGCL, Silchar.

Sl. No.	Item description	Unit	Qty	Unit Price (Rs.)	Total
1	Supply & installation of industrial grade Air Conditioner of 2.5 Ton Capacity	Nos.	14		
2	Supply & installation of ancillary items(copper refrigerant pipe, PVC drain pipe, wiring etc. as required)	LS			
<b>Total=</b>					
<b>GST@28% on item no (1)=</b>					
<b>GST@18% on item no (2)=</b>					
<b>Grand Total=</b>					

Rupees in words \_\_\_\_\_

Name of the Bidder: -

Signature of the Bidder/Firm .....

Full Name .....

Postal Address .....

Phone/Mobile No. ....

**ANNEXURE – I**

**Following information is to be furnished in the 'Technical and Commercial bid' as first page.**

(Please tick mark where necessary.)

1)	Earnest money (EMD)	:Submitted/Not submitted
	a) Amount of EMD	:Rs.
	b) Submitted in the form of Bank Guarantee /Demand Draft	: Yes/No.
2)	Validity of the offer	: ..... days from the date of opening of 'Technical & Commercial Bid' & 'Price
3)	Nature of price offered	
	i) 'FIRM' Price	: Yes/No
4)	Terms of payment (Whether agreeable to accept payment as specified in clause- <b>29.0</b> )	: Yes/No
5)	Date of completion of supply (Please specify the date of completion of supply as per specification)	: Yes/No
6)	'Security and performance guarantee' (Whether agreeable to accept as specified in Clause no- <b>30.0</b> )	: Yes/No
7)	List of orders executed for similar works furnished	: Yes/No
8)	Performance certificate from the Govt./Govt. undertaking furnished	: Yes/No
9)	Deviation from the specifications	
	a) Technical	: Yes/No
	b) Commercial	: Yes/No
10)	Information in respect of technical capability is furnished	: Yes/No
11)	Information in respect of Financial capability certificate from the Banker is furnished	: Yes/No
13)	PAN card as per Cl. No. <b>19.0 (ii)</b>	: Yes/No
14)	GST registration no. as per Cl. No. <b>19.0 (iv)</b>	: Yes/No
15)	Registered Power of Attorney as per <b>Cl.no. 19.0 (v)</b> enclosed.	: Yes/No

Name of the Bidder: -

Signature of the Bidder/Firm .....

Full Name .....

Postal Address .....

Phone/Mobile No. ....



**GUARANTEED TECHNICAL PARTICULARS OF AIR CONDITIONER**  
(To be filled in and signed by the Bidder)

<b><u>Sl. No.</u></b>	<b><u>GENERAL</u></b>	
1	Manufacturer's Name & Address	
2	Type and Model as per Manufacturer	
3	Standards to which conform	
4	<u>Nominal Capacity:</u>	
5	<u>Cooling Capacity:</u>	
6	Material & size of refrigerant pipe	
7	Coefficient of performance	
8	Moisture removal rate	
9	Air flow rate	
10	Noise level Indoor unit	
11	Noise level Outdoor unit	
12	Compressor type	
13	Body surface finish : powder coated/high quality paint finish (Yes/ No/ Others – to be specified)	
14	Air filtering unit :	
<b><u>ELECTRICAL PARAMETERS</u></b>		
15	Power required for each unit(WATT)	
16	AC Supply Voltage range in (Volts) & frequency	
17	Other specific particulars relating to the system	
18	Cables and Wires:– (as per required length) Manufacturer/ Brand	
	a) fire retardant (Yes/No)	
	b) Material (Copper)	
	c) size (min 4 mm <sup>2</sup> )	
	d) capacity (Amp)	
	e) Insulation	
19	Push Button Starters	
	a) Manufacturer/ Brand	
	b) Standards	
	c) Capacity (Amps)	