## ASSAM ELECTRICITY GRID CORPORATION LIMITED

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CIN: U40101AS2003SGC007238

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NIT No: AEGCL/DGM/Bong/T&TC/T-1/2023/127; Dated:15/09/2023

# Bidding Document For

Supply and installation of Air Conditioners for the newly constructed G+2 administrative building at Dhaligaon campus, AEGCL

DEPUTY GENERAL MANAGER BONGAIGAON T&T CIRCLE AEGCL, DHALIGAON

> Tender Fee:- ₹ 1,000/-EMD :-₹ 34,000/-

For and on behalf of the Managing Director, Assam Electricity Grid Corporation Limited (AEGCL), the Deputy General Manager, Bongaigaon T&T Circle, AEGCL, Dhaligaon-783385 invites tender from eligible firms/companies/contractors for the above work. A single stage two envelope procedure (Techno-Commercial and Price Bid) will be adopted for this tender.

#### 1.0 INFORMATION TO BIDDER:

- 1.NAME OF WORK: Supplying and installation of Air Conditioners for the newly constructed administrative building at Dhaligaon campus
- 2. NAME & ADDRESS OF CONSIGNEE: DGM, Bongaigaon T&T Circle, AEGCL, Dhaligaon
- 3.TENDER ADDRESS: O/o the Deputy General Manager, Bongaigaon T&T Circle, AEGCL, Dhaligaon, Chirang-783385
- 4.BID SECURITY: ₹34,000/- in favor of the DGM, Bongaigaon T&T Circle, AEGCL, Dhaligaon payable at Dhaligaon
- 5.TIME OF COMPLETION: 60 days from the issue of work order
- 6. TENDER FEE: ₹1,000/- in favor of the MD, AEGCL payable at Guwahati

#### 2.0 BIDDING PROCEDURE:

- a) All tenders shall have to be submitted in prescribed forms attached herewith eventually to be drawn up in the rules of AEGCL.
- b) Two different envelopes to be used as follows.

**Envolope-1**: Bid document signed by bidder on all pages, Tender fee, Earnest Money, Techno- commercial data of the Bidder, GTP and other mandatory documents must be enclosed.

## Envolope-2: Price Bid

- a) 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 cover.
- b) All tenders shall have to be submitted on or before the last date and time of submission of tenders either by post or in person.
- c) 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.
- d) Bidder submitting Bid in person should submit their Bid in the tender box during the working hours on the last date and time of submission of tender.
- e) Tender will be rejected if submitted beyond the aforesaid time and date.
- f) Tenders or their authorized representatives may remain present during the opening of the tenders.
- g) Only Price Bid of responsive and Qualified Techno-Commercial Bidders will be opened.
- h) 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.
- i) Bidders may obtain further information from the office of the Deputy General Manager, Bongaigaon T&T Circle, AEGCL, Dhaligaon for the purpose of preparation of their bid.

#### 3.0 Key Dates:

Tender Start Date	12.00 Hrs. of	18.09.2023
Tender End Date	12.00 Hrs. of	03.10.2023
Tender Opening Date	12.00 Hrs. of	05.10.2023

#### 4.0 Scope of work:

- 4.1 The scope of work involves supply and installation air conditioners in the newly constructed G+2 administrative building at Dhaligaon campus of AEGCL from reputed brands like Bluestar, Voltas, LG, etc. both indoor and outdoor units of all ACs, ducts, piping, cables etc. connecting the indoor and outdoor units including drainage pipes complete with all fittings and fixtures. All the Air Conditioner units must belong to the same brand.
- 4.2 Supply & Installation of Voltage stabilizers for each of the Air Conditioner Units from reputed brands like Skyland, Vee-Dee, V-Guard etc.
- 4.3 Freight and Transit insurance, storage at site and site insurance of all materials at site shall be in the scope of the contractor.
- 4.4 The mandatory specifications and ratings of ACs have to be as per the table given below:

SI.No.	Specifications	Required Ratings and particulars
1	Tonnage	1T (4 Star and above) & 2T (4 Star and above)
2	Rated Power Supply	1 phase,50Hz
3	Compressor Type	Centrifugal or its equivalent. (Note: Reciprocating compressor will not be accepted)
4	Mechanical works	Air conditioning units shall be complete with all accessories, auxillaries, including first charge of refrigerant and lubricating oil etc. Drainwater piping, fittings etc. shall also have to be provided as perrequirement.

5	Evaporator unit	Horizontally or Vertically mounted as required and shall be constructed of galvanized steel sheets of thickness not less than 18 gauges and shall be suitable for indoor / outdoor installation and shall have provision for draining out condensate water.
6	Compressor Warranty(Years)	3 and above
7	Electrical work	Supply, laying and termination of outgoing cables emanating from the distribution board to each Air conditioningunitshallbecarriedoutbythecontractor. Further electricalwiringshallalsobeinthe scope of Contractor. Each compressor unit shall be provided with short circuit over load and under voltage protection. The AC units shall be complete with starters, motor, wiring and protection.
8	Condensing unit	Condensing units shall be supplied in weather proof heavy gauge enclosures suitable for outdoor installation. Each unit shall comprise of hermetically/semi-hermetically sealed compressor units together with associated air-cooled condensers, refrigerant tubing and electrical system. The condenser tubes shall be of copper having extended aluminium fins. Heat removal shall be with a quiet, low speed propeller fan(s).

## 5.0 Validity of Bids

5.1. Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by AEGCL. In exceptional circumstances, prior to the expiration of the bid validity period, AEGCL may request Bidder 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. 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:

- 6.1. All bids must be accompanied by a bid security amounting to ₹34,000.00 (Rupees Fifteen Thousand) only in the form of Call Deposit/Demand Draft/Banker Cheque from any Nationalised Bank payable at Guwahati in favour of the AEGCL.
- 6.2. The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 6.3. The bid security of unsuccessful Bidders shall be returned as promptly as possible after the successful bidder has been allotted the work.
- 6.4. The bid security may be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder.

## 7.0 Eligible Bidders

- 7.1.1. Subject to meeting the Qualifying Requirements, a Bidder may be a firm or company. When the bidder is a firm, the names and address of the partners should be indicated and a copy of the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid.
- 7.1.2. When the bidder is a Company, the company registration document along with Memorandum of Association should be submitted.
- 7.1.3. When the bidder is an individual carrying on business in a firm's name, the tender should be submitted by the owner of the firm, who may describe himself as carrying on business in the firm's name.

## 7.1.4. Joint Venture (JV) for this work shall not be accepted.

7.2. 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.

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:

- (a) they have controlling partners in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) 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
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (f) 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.
- 7.3. 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.
- 7.4. Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.
- **8.0** The Bidder must have experience of executing work of similar nature previously. The bidder must submit experience and completion certificate for scrutiny by AEGCL.
- 8.1 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.
- 9.0 Financial Capability:
- 9.1. 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 longterm profitability. As a minimum, an Applicant's net worth calculated as the difference between total assets and total liabilities should be positive.
- 9.2. **Average Annual Turnover Criteria**: Minimum average annual turnover required are as follows and will be calculated as total certified payments received for contracts in progress or completed within the last 3 (Three) Years.
- (a) INR 5,50,000.00
- 10.0 Work Experience Criteria:
- 10.1. 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 the below mentioned criteria.
  - (a)Three similar works of atleast ₹6,80,000.00 each.

OR

(b) Two similar works of atleast ₹8,50,000.00 each.

OR

- (c)One similar work of atleast ₹13,50,000.00.
- 10.2. a. List of contracts for similar Works and services executed in the past five years with copies of LoAs and execution status of each contract supported by client's certificate.
- b. Audited Annual Accounts certified by CA of the company for the last three (3) years and IT Return duly acknowledged by the tax department for the last three (3) years.
- c. Copies of PAN and/or TAN Card, Registration Certificate (Form GST REG 06) issued under Goods and Services Tax Laws.
- 10.3. Mandatory Submission, failing of any may led to rejection of BID.

	1. GST TAX REGISTRATION CERTIFICATE
	2. UP-TO-DATE GST RETURN
MANDATORY	3. PAN
CERTIFICATES	4. LAST 3 YEARS IT RETURN
	<ol><li>LAST 3 YEARS ANNUAL TURNOVER</li></ol>
	6. TRADE LICENCE

- 7. DEALERSHIP CERTIFICATE or AUTHORISATION FROM DEALER OF SUPPLY
- 8. WARRANTY CERTIFICATE OF THE COMPRESSOR
- 9. WORK ORDER OF SIMILAR NATURE
- 10. DOCUMENTARY PROOF OF AVAILABLITY OF AC SERVICE CENTRE AT BONGAIGAON

NOTE: Warranty Certificate 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 years.

## 11.0 Clarification on Bid Documents and Contacting AEGCL

- 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, Bongaigaon T&T Circle, AEGCL, Dhaligaon, Chirang 783385) and raise his queries prior to 3 (three) days of closing of the bid. The Employer will respond to any request for clarification, provided that such request is received no later than three (3) 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.
- 11.2 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. Any additional item that shall be necessary for successful completion of the works shall be under the scope of the bidder and no additional claim for the same shall be entertained.
- 11.3 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.

## 12 Amendment of Bidding Document

- 12.2 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 12.3 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.
- 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.

## 13 Preparation of Bids By The Bidders:

## 13.2 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.

## 13.3 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.

## 13.4 Bid Prices and Discounts

- 13.4.1 **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.
- 13.4.2 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.
- 13.4.3 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.
- 13.4.4 GST, Royalty and all other taxes (as applicable) payable on the work should be shown separately.
- 13.4.5 Since the work is being "work contract" which is one and individual and which involves no separate contract for the sale of materials, the contractor shall have not been entitled to get any VAT and or any other taxes, levies reimbursed from the AEGCL for the supply of the materials.

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13.4.6 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.

## 13.4.7 The prices shall be FIXED & 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.

#### 14.0 Evaluation Criteria of Bid Proposals:

- 14.1Techno-Commercial Evaluation will be done on the basis of Work experience and Financial Capability submitted by the bidder.
- 14.2 Price Bid of only Responsive and Qualified Techno-Commercial Bidders will be opened.

#### 15.0 Correction of errors in the price bid:

15.1 Arithmetical Error, if observed while in Price Bid evaluation, the same will only be corrected.

Arithmetical errors in the price bid will be rectified on the following basis:

- (a) If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of AEGCL there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
- (b) The amount stated in the price bid will be adjusted by AEGCL in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.

#### 16 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 is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is abnormally low.
- (ii) **Relative Approach** is a statistical comparison method which will be applied when there are more than five nos. of substantially responsive bids. A potential ALB is identified where the low Bid is more than one standard deviation below the average of substantially responsive bids received.

In this approach first, the Average bid price is determined and then by deducting the standard deviation from the average bid price, potentially ALB may be determined.

- (b) In case of ALB, the tender evaluation committee of the respective tenders shall undertake the following three stage review which are as follows:
- (i) Identify ALB as per the step mentioned in Clause No.(a). (i)and10.b). (ii) whichever is applicable.
- (ii) Clarify and analyse the bidders resource inputs and pricing, including overheads, contingencies and profit margins. In that respect committee may seek the reference of the guide lines of World Bank, AIIB, ADB etc.
- (iii) Decide whether to accept or reject the tender.
- (c) Additional Performance Security in case of acceptance of ALB:
- (i) If any abnormally low bid is accepted under point no.(b)(iii), after taking of additional performance security as per the assessment of the committee, however the total performance security should not have to exceed 20% of the total contract value.
- (ii) The additional performance security shall be treated as part of the original performance security and shall be valid for a period co extensive with the applicable defect liability period of the contract.
- (iii) Non-submission of the additional performance security shall constitute sufficient ground to rejection of the bid and similar assessment shall be initiated for the next ranked bidder identified as ALB.

#### 17. Award

AEGCL will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents provided and such bidder has been determined to be qualified in accordance with the provisions of clause 9 & 10.

#### 18. Employer's Right to accept any Bid and to reject any or all Bids.

a. AEGCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for AEGCL's action. AEGCL is not bound to accept the offer of the lowest bidder.

#### 19. Notification of Award

- a. Prior to expiration of the period of bid validity prescribed by AEGCL. AEGCL will notify the successful bidder by email, confirmed by letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which AEGCL will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions and in the Conditions of Contract called "the Contract Price").
- b. The notification of award will constitute the formation of the Contract.

## 20. Signing of Contract Agreement

- a. At the same time that it notifies the successful bidder that its bid has been accepted, AEGCL will send the bidder the Form of Contract Agreement incorporating all agreements between the parties.
- b. Within 15(Fifteen) days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to AEGCL.

## 21. Corrupt or Fraudulent Practices

- a. It is required that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of the contracts. In Pursuance of this Clause AEGCL;
- b. Defines, for the purposes of this provision, the terms set for the below as follows:
  - 1. "corrupt practice" means behavior on the part of officials in the public or private sectors by which the improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such officials in the procurement process or in contract execution; and
  - II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- c. Will reject a proposal for award if it determines that the bidder for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by AEGCL if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

## 22. Payment Terms:

A. As per AEGCL's General Conditions of Supply and Erection 2009. The pdf could be downloaded from www.aegcl.co.in.

#### 23. Performance Security Deposit:

- (a). Within 15(fifteen) days of receipt of the notification of award from AEGCL, a performance security of 10% of total contract value of the work in the form of Bank Guarantee (BG) from a nationalized or scheduled Bank of RBI for a period of 18 (Eighteen) months from the date of supply is to be submitted .Moreover, before one month (i.e. 30 days) of expiry of the BG, renewal is to be done by the contractor if required, otherwise revocation would be done by AEGCL within claim period. BG is to be submitted strictly as per prescribed format of the AEGCL. BG should be duly pledged in favour of the MD AEGCL, and such security deposit shall be valid up to 30 days beyond the warranty period of 18 (eighteen) months.
- (b). In case the bidder fails to submit the Performance Security in the form of Bank Guarantee, an amount equivalent to 10% of the Contract Price shall be retained as Performance Security Deposit 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.

## 24. Terms of Payment

The terms of payment for the supply work shall be as follows;

- a) No advance payment shall be made in this contract.
- b) No claim for interest shall be entertained by AEGCL.
- c) The price is firm and no price variation shall be applicable.
- d) 100% payment with 100% GST shall be released against receipt of materials in full and good condition at site.

#### 25. Extension of time

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

#### 26. Penalty for delayed execution

In the event of delay in completing the work extending beyond the date of completion or beyond the extended date, if any, permitted by AEGCL, the contractor shall pay as agreed liquidated damage and not as a penalty a sum equal to 1% of the contract price under this contract for each week of delay or part thereof subject to a maximum of 10% of the contract price.

#### 27. 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.

## 28. 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 Kamrup District.

#### 29. Final Acceptance and Taking Over:

When the term of contract shall be fully complied with completing all works as per approved drawing and technical specifications to the satisfaction of the Department for a period as applicable, the Contractor/Firm shall have to submit completion certificate to the office of the undersigned after the satisfactory completion of the work through the executing authority for finalization of the work/payment as well as for the final acceptance and taking over the completed work and to issue the necessary certificate thereof.

## 30. Performance Guarantee / Defect Liability Period:

The supply materials is to be guaranteed against defective design, bad workmanship, etc and for satisfactory performance during the complete warranty period and the period of 18 months from the date of final acceptance of the completed work.

## 31. Right to Reject:

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 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 <a href="https://www.aegcl.co.in">www.aegcl.co.in</a> under Acts, Rules and Policies.

#### Appendix-1

## **COVERING LETTER (ON THE BIDDERS LETTER HEAD)**

To,

The Deputy General Manager, Bongaigaon T&T Circle, AEGCL, Dhaligaon

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 here with 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.

# Appendix-2 PROFILE OF THE BIDDER

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

SI. No.	Particulars	To be filled by Bidder
a)	Name of the Bidder	15
b)	Registration with Memorandum of Association	) <del>-</del>
c)	PAN	; <del>-</del>
d)	GST Registration number	·-
g)	Labour License registration	·-
h)	Income Tax Clearance Certificate	:-
`j)	Date of Establishment/ Incorporation	; <del>-</del>
k)	Postal Address	÷
-	House No.	:-
	Lane	:-
	Street	÷
	Town/Village	E
	Post Office	F
	P.S.	E .
	District	E-
	Pincode	1-
l)	Telephone Number	E-
	Mobile No.	÷
	E-Mail Address	÷
	Website	E
m)	Name(s) of the Owners / Directors/Partners	E-
n)	Name of the Banker with Address and Telephone Number	(F)
0)	Contact Person Details (Furnish here name of that person with whom AEGCL may get in touch for more information or clarifications)	Name:- Designation:- MobileNumber:- EmailAddress:-