

**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**



**Bidding Document**

**For**

**Procurement of electrical appliances at transit camp at 132/33kV Tangla GSS**

**DEPUTY GENERAL MANAGER**

**TEZPUR T&T CIRCLE**

**AEGCL, TEZPUR-784001**

**Tender Cost: ₹1000.00**

**EMD: ₹11,000.00**

For & on behalf of the **Managing Director, AEGCL, the Deputy General Manager, Tezpur T&T Circle, AEGCL, Dhanuwa Nagar, Tezpur**, 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	Name of Consignee	Place of delivery
1	Procurement of electrical appliances at transit camp at 132/33kV Tangla GSS	5,45,400.00	60 days from the date of issue of work order	The AGM, 132/33kV Depota GSS, AEGCL	132/33kV Tangla GSS , AEGCL, AEGCL, Tangla

**1.0 Cost of Bidding Document:**

Bidder has to pay Non-Refundable tender document cost of **Rs.1000.00 (Rupees One Thousand)** only in the form of A/C payee Demand draft (Non-refundable) pledged in favour of AEGCL, Bijulee Bhawan, Paltanbazar, Guwahati-1, payable at Guwahati.

**2.0 Bidding Address:**

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

**2.1 Key Dates:-**

- a) Bid Document available date: 10.00 Hrs. of 08-09-2023
- b) Bid Submission Start Time & date: 11:00hrs of 08-09-2023
- c) Bid Submission end time & date: 11:00hrs of 29-09-2023
- d) Techno-Commercial Bid Opening time: 12:00hrs of 29-09-2023

**3.0 Validity of Bids and Bids Prices:**

3.1 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.

3.2 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.

3.3 Bidders shall quote for the entire scope of supply and services on a “single responsibility” basis such that the total bid price covers all the Supplier’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement, delivery, and completion of the entire scope.

3.4 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules.

#### **4.0 Bid Security:**

4.1 All bids must be accompanied by a bid security amounting to **Rs. 11,000.00** only in the form of Bank Guarantee/Demand Draft from any Nationalised Bank payable at Guwahati in favour of **AEGCL, Bijulee Bhawan, Paltanbazar, Guwahati-01.**

4.2 If a bid security is specified, any bid not complying then his bid shall be rejected by the Employer as non-responsive.

4.3 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.

4.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the performance security.

4.5 The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder.
- b) if the successful Bidder fails to:
  - (i) sign the Contract within the specified period.
  - (ii) furnish a performance security within 15 (fifteen) days’ time.

4.6 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.

4.7 If a bid securing declaration is not executed in accordance with the above, AEGCL will declare the Bidder ineligible to be awarded a contract by the AEGCL for the period of time stated in the Form of Bid Securing Declaration.

#### **5.0 Format and Signing of Bid:**

5.1 The Bidder shall prepare one original of the Technical Bid and one original 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.

5.2 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 initialled by the person signing the bid.

5.3 A bid submitted by a JV shall be signed so as to be legally binding on all partners.

5.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

## **6.0 Submission and Opening of Bids:**

### **6.1 Submission, Sealing and Marking of Bids:**

6.1.1 Bidders may submit their bids by mail or by hand. When so specified in the Bid Document, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with above, in separate sealed envelopes, duly marking the envelopes as —ORIGINAL and —COPY. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

6.1.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Bidding Authority.
- (c) bear the specific identification of this bidding process indicated in the Bid Document

6.1.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid.

6.1.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the AEGCL.

6.1.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

**6.2** AEGCL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the AEGCL and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **7.0 Eligible Bidders:**

7.1 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:

- a) all partners shall be jointly and severally liable, and
- b) 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.

7.2 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.

7.3 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.

7.4 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.

7.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.

7.6 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

## **8.0 Financial Capability:**

8.1 Bidder will require to submit along with the bid the audited balance sheets 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.

8.2 **Minimum Annual Turnover** : Minimum annual turnover of **INR 1,63,650.00** during last Financial Year

- 8.3 **Financial Resources:** Bidder need to demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:
- (1) the following cash-flow requirement during the last Financial Year, **INR 1,63,650.00** and
  - (2) the overall cash flow requirements for this contract and its current works commitment.
- 9.0 **Experience:**
- 9.1 Experience on similar nature of works under contracts in the role of manufacturers, contractor, subcontractor, or management contractor for at least the last 7(Seven) years prior to the bid submission deadline.
- 9.2 Participation as manufacturer, contractor Experience having successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following:
- (a) Three (3) similar completed works costing not less than **2,18,200.00**
  - (b) Two (2) similar completed works costing not less than **2,72,750.00**
  - (c) One (1) similar completed works costing not less than **4,36,400.00**
- 9.3 The Bidder must have experience of executing work of similar nature previously. The bidder must submit experience and completion certificate for scrutiny by AEGCL. Each of such project/ works should consist of completion certificate as per Clause 9.1.
- 10.0 **Evaluation Criteria:**
- 10.1 Evaluation will be done on the basis of *Bid Clause No. Clause No. 6.0*, Eligibility, Cl. No. 7.0, Financial Capability, Cl. No. 8.0., Experience and in accordance with the **Annexure I** to be duly filled in, signed and submitted by the bidder.
- 10.2 Price Bid of only **Responsive Techno-Commercial Bidders** will be opened.
- 10.3 **Arithmetical Error**, if observed while in Price Bid evaluation, same will only be corrected.
- 10.4 **Any post bid correction request will NOT BE ENTERTAINED.**
- 10.5 **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.
- 10.6 The following methodology will be practised for identification and treatment of the Abnormally Low Bids (ALB) in this tender process of AEGCL:
- (i) Absolute Approach is to be considered 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 to be considered 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.
  - (iii) In case of an ALB, the tender evaluation committee/appropriate authority of the respective tenders shall undertake the following three stage review process which is as below:

- To identify ALB as per the steps mentioned in SI no. 10.6.(i) and 10.6.(ii), whichever is applicable.
- To seek and analyse 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.

- To decide whether to accept or reject the bid.
- On acceptance of the bid, whether Additional Performance Security is to be imposed on the bidder supplemented by adequate justification.

(iv) In case of acceptance of ALB with Additional Performance Security:

- 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.
- 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.
- 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.

#### **11.0 Late Bid:**

11.1 Any bid submitted ***after the due date and time*** will be rejected without any prejudice.

11.2 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.

11.3 Bidding through EMAIL WILL NOT BE ACCEPTED.

#### **12.0 Clarification:**

12.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the AEGCL in writing at the AEGCL's address indicated in the BDS or 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.

12.2 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.

12.3 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.

- 12.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 12.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the AEGCL not later than one week before the pre-bid meeting if there is provision of Pre Bid Meeting.
- 12.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by AEGCL exclusively through the issue of an Addendum but not through the minutes of the pre-bid meeting.
- 12.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

### **13.0 Amendment of Bidding Document:**

- 13.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 13.2 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.
- 13.3 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.

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

- 14.1 **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.
- 14.2 **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.

### **14.3 Bid Prices and Discounts:**

- 14.3.1 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.



- 14.3.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. If a Bidder wishes to make a deviation, such deviation shall be listed. The Bidder shall also provide the additional price if any, for withdrawal of the deviation.
- 14.3.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Where no different Price Schedules are included in the Bidding Document, bidders shall present their prices in the following manner:  
(a) Separate numbered Schedules shall be used for each of the following elements.  
(i) The total amount from each Schedule shall be summarized in a Grand Summary giving the total bid price(s) to be considered.
- 14.3.4 The price of the work shall be quoted as the Base Price or EXW Price. Bidder shall quote for the unit price, Freight & Insurance in the price schedule
- 14.3.5 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.
- 14.3.6 Whenever forest produces like sand, stone, timbers etc are used in the work the contractor have to furnish documentary proof that requisite royalty on such produces has been paid to the concerned Department.
- 14.3.7 When 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.
- 14.3.8 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.
- 14.3.9 **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.

**15.0 Additional Requirements:**

- 15.3.1 Bidders(s) knowledge from actual personal investigation of the resources of the region or District (S) in which he/they offers the work.
- 15.3.2 The Bidder shall furnish copy of their PAN Card. The card must be in the name of firm, in case the bidder is a partnership Firm.
- 15.3.3 In case the bidder is a partnership Firm, the work experience, solvency and turn over shall be in the name of partnership Firm only.

15.3.4	Upto date GST Return, Bank solvency and Latest Annual turn over
15.3.5	GST registration No.
15.3.6	Registered Power of attorney, if any.
15.3.7	Latest I T Return

15.3.8	Latest Audited Balance Sheet
15.3.9	Authorised Dealership Certificate of each of the brand of the items provided
15.3.10	Service Centre Address for each of the appliances at Tangla or in nearby areas alongwith Contact Nos. in Printed leaflet.

15.3.11 Warranty Certificate of each of the items

## 16.0 Negotiation with successful bidder:

	The AEGCL reserve the right to hold negotiations with lowest who should be lowest, valid, eligible and technically acceptable bidder considered for award of contract directly if the rates were not unreasonably high.
<b>17.0</b>	<b>TECHNICAL REQUIREMENTS</b>
<b>17.1</b>	<b>Intent of specification</b>
	This section of the specification deals with the technical information & criteria for <b>“Procurement of electrical appliances at transit camp at 132/33kV Tangla GSS”</b> The Contractor's proposal shall be based on the use of materials complying fully with the requirements specified herein.
<b>18.0</b>	<b>Scope</b> The scope of work under this contract consists of Supply of <b>of electrical appliances at transit camp at 132/33kV Tangla GSS</b> at the delivery address as mentioned above. The works to be executed shall be as per the items mentioned in the BOQ and as per the directions of the site engineer.
<b>19.0</b>	<b>Contractor to inform himself fully</b>
19.1	The Contractor should ensure that he has examined the General Conditions, qualifying criteria, Specifications and Schedules and has satisfied himself as to all the conditions and circumstances affecting the contract price and fixed his price according to his own views on these matters and acknowledge that no additional allowances except as otherwise provided therein will be levied.
19.2	AEGCL shall not be responsible for any misunderstanding or incorrect information obtained by the Contractor other than information given to the Contractor in writing by AEGCL.
<b>20.0</b>	<b>Employer Supervision</b>
20.1	The scope of the duties of the Employer, pursuant to the contract, will include but not be limited to the following. a) Inspect, accept or reject any material and work under the Contract. b) Issue certificate of acceptance and/or progressive payment and final payment certificate.

## 21.0 Packing:

All the materials shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at Site till the time of erection. The Supplier shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

The Supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during transport by air, sea, rail and road.

All packing shall allow for easy removal and checking at site. Wherever necessary, proper arrangement for attaching slings for lifting shall be provided. All packages shall be clearly marked for with signs showing 'up' and 'down' on the sides of boxes, and handling and unpacking instructions as considered necessary. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea.

The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols, i.e. fragile, handle with care, use no hook etc. wherever applicable.

Each package shall be legibly marked by the-Supplier at his expenses showing the details such as description and quantity of contents, the name of the consignee and address, the gross and net weights of the package, the name of the Supplier etc.

## **22.0 Materials handling and storage:**

- (a) All the supplies under the Contract as well as Employer supplied items (if any) arriving at site shall be promptly received, unloaded and transported and stored in the stores by the Contractor.
- (b) Contractor shall be responsible for examining all the shipment and notify the Employer immediately of any damage, shortage, discrepancy etc. for the purpose of Employer's information only. The Contractor shall submit to the Employer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/or in storage and erection at site. Any demurrage, and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.
- (c) The Contractor shall maintain an accurate and exhaustive record-detailing out the list of all items received by him for the purpose of erection and keep such record open for the inspection of the Employer.
- (d) All items shall be handled very carefully to prevent any damage or loss. The materials stored shall be properly protected to prevent damage.
- (e) All the materials stored in the open or dusty location must be covered with suitable weatherproof and flameproof covering material wherever applicable.
- (f) The Employer will verify the storage facilities arranged by the contractor and dispatch clearance will be provided only after Employer is satisfied.

## **23.0 TECHNICAL SPECIFICATIONS :**

**23.1** A brief description of scope of work covered under this Bidding Document is furnished below:

### **Procurement of electrical appliances at transit camp at 132/33kV Tangla GSS**

**23.2** To ensure quality product, each item has to be of reputed brand. Using Forms EXP – 1 of Section 2 (Bidding Forms) the Bidder must furnish necessary information along with supporting documents (e.g., copy of contracts, performance & completion certificate, etc.) in support of this clause.

### **23.3 After sales service facility :**

The bidder/manufacture must have their own establishment or authorised representative having sufficient infrastructure and manpower in India for providing complete and prompt after sales services of the offered product within reasonable time. In case the bidder is a foreign manufacturer or an authorized representative of a foreign manufacturer, bidder must submit an under taking from manufacturer that they have after sales and service support including calibration facility in India. Details of such service centre along with address details should be mentioned in the undertaking.

#### **23.4 Technical parameters:**

The Product model and make of the required equipments are mentioned in Price Bid attached below. The Bidders must quote make and model of the offered equipment.

#### **24.0 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:

- 24.1 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.
- 24.2 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.
- 24.3 Contractual failure:- Refer clause No.27.1 of AEGCL's General Conditions of supply and erection 2009.

#### **25.0 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 land.

#### **26.0 Warranty:**

- 26.1 The Supplier/Manufacturer warrants that all the 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.
- 26.2 The Supplier/Manufacturer further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. The supplier will provide warranty for the works executed by them.
- 2.63 If during the Period Warranty any defect is found, the Purchaser shall give Notice to the Supplier/Manufacture stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier/Manufacturer to inspect such defects.
- 26.4 If having been notified, the Supplier/Manufacturer fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Supplier/Manufacturer, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any amount due the Supplier or claimed under the Performance Security.

26.5 The term period of warranty shall mean the period of 18 months from the date of supply of materials. The successful bidder should warrant the free replacement of any damaged/malfunctioning equipment and its accessories during the warranty period .

**27.0 Safety:**

27.1 Each and every safety measures for MAN and MACHINE will be the sole responsibility of the Contractor without any prejudice. Compensation claim if any will also be the responsibility of the contractor without any prejudice. As the contract is Turnkey in nature hence AEGCL will not bear any responsibility towards such claim.

27.2 **COVID-19 rules must be strictly followed during the working period.**

**28.0 Pollution:**

	Each and every measure should be taken to adhere to the standard norms to avert any occasion of Air Pollution, Water Pollution, Soil Pollution and Sound Pollution. In case of any deviation leading to any legal action the Contractor will be solely responsible without any prejudice.
<b>29.0</b>	<b>Payment terms:</b>
29.1	No advance/Mobilization advance shall be made in this contract.
29.2	Payment will be made by DGM, Tezpur (T&T) Circle, AEGCL, Dhanuwa Nagar, Tezpur. The Bidder / Firm will have to be submitted the following Net Banking details.  (a) Banker's Name & Branch (b) Account No (c) Banker's address (d) Banker's IFSC Code (e) Banker's RTGS Code
29.3	Payment against supply of equipment and F&I shall be made as follows: -  1. Within 60 (sixty) days from the date of submission of the invoice against supply, 80% (eighty percent) payment of the total supply amount would be made along with 100% GST on receipt and acceptance of materials in full and good condition. 2. In total 5 (five) Nos. of progressive supply invoice/ bill would be entertained. 3. For payment of 80% of the total supply amount, maximum 4 (four) Nos. of progressive supply invoices/ bills would be entertained. 4. Remaining 1 (one) No. of supply invoice/ bill of 20% balance supply amount would be entertained on completion of supply in full and good condition.
29.4	Documents required along with invoice: Following documents need to be submitted along with invoice – (i) Application for payment (ii) Contractors invoice showing LOA reference, Goods description, quantity dispatched, unit price, total amount. (iii) Packing List (iv) Manufacturer's guarantee certificate of Quality (v) Physical verification certificate
<b>30</b>	<b>Performance security deposit:</b>
30.1	The successful bidder shall have to deposit through a <b>Bank Guarantee/Demand Draft</b> 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 <b>AEGCL, BijuleeBhawan, Paltanbazar, Guwahati-1</b> , and such security deposit shall be valid up to 30 days beyond the warranty period of 18 (Eighteen) months. The Bank Guarantee (BG) should be submitted to the <b>O/O the Deputy General Manager, Tezpur T&amp;T Circle, AEGCL, Tezpur-784001</b> by the issuing Bank under registered post AD.
30.2	Please note that, if the selected Bidder / Firm fails to furnish the requisite performance security as stated above and signs the contract within the stipulated period, 10 percent security money will be deducted from the total Bill value.
30.3	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.
30.4	No interest shall be payable on such deposits.
<b>31</b>	<b>Retention Money:</b>
31.1	In addition to above performance security deposit, retention money @ 20% of the total value of the order will be retained by the Engineer/Purchaser as per Bid Clause33. The amount will be held by the Purchaser (AEGCL) till the work under the contract is completed and the completion certificate is issued.
31.2	If the Firm/Bidder fails or neglects to observe and perform any of his obligations under the contract, the Purchaser (AEGCL) shall have the right to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier/contractor.
31.3	No interest shall be payable on such deposit.

### **32.0 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.

### **33.0 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 Kamrup District.

### **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**

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

**Letter of Technical Bid**

[Bidder's Letterhead]

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:**

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**General**

- (i) Name of the Firm/Contractor:
- (ii) Full Address:
- (iii) Constitution of the Firm:
  - a) 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 other 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)*

SUPPLY						
Sl. No	Item Description	Qty	Unit	Rate (in Rs.)	Amount (in Rs.)	Remarks
1	1.5ton 3 * AC(Bluestar/LG/Voltas )	1	nos			
2	2 ton 3 * AC(Bluestar/LG/Voltas)	7	nos			
3	Stabiliser (IFB/Microtek/Polycab) 5 kVA	7	nos			
4	Stabiliser (IFB/Microtek/Polycab) 4 kVA	1	nos			
5	Installation charges(1.5 Ton)	1	nos			
6	Installation charges(2 Ton)	7	nos			
7	Refrigerator ( Whirpool/ Samsung/LG)	1	nos			

8	Kitchen chimney auto clean (Faber/Kuchina/V guard)	1	nos			
9	Geyser (Bajaj/Crompton/Havells ) 15 ltr	5	nos			
Total						
Add GST on Total						
Grand Total						
Rounding Off						

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

Name of the Bidder:-

Signature of the Bidder/Firm .....

Full Name .....

Postal Address .....

Phone/Mobile No. ....

### Form of Bid Security (Bank Guarantee)

(To be stamped in accordance with Stamp Act)

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

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

Bid Reference No.: \_\_\_\_\_

WHEREAS, \_\_\_\_\_ *[Name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ *[Date]* for the supply of \_\_\_\_\_ *[Name of Contract]* (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We \_\_\_\_\_ *[Name of Bank]* of \_\_\_\_\_ *[Name of Place]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ *[Name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of \_\_\_\_\_ 1 for which payment well and truly to be made to the said Purchaser the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

#### THE CONDITIONS of this obligation are:

1) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in the relevant Bid **Clause**;

Or

2) If the Bidder refuses to accept the correction of errors in his Bid;

Or

- 3) if the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
- a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_ days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_

(Signature, Name, and Address



**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 bid'.
3)	Nature of price offered	
	i) 'FIRM' Price	: Yes/No
4)	Terms of payment  (Whether agreeable to accept payment as specified in clause- 29)	: Yes/No
5)	Date of completion of supply/Erection.  (Please specify the date of completion of supply/Erection as per specification)	: Yes/No

6)	'Security and performance guarantee'  (Whether agreeable to accept as specified in Clause no-30&31)	: 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. 15.3.2	: Yes/No
14)	GST registration no. as per Cl. No. 15.3.5	: Yes/No
15)	Registered Power of Attorney as per Cl.no. 15.3.6 enclosed.	: Yes/No

Name of the Bidder:-

Signature of the Bidder/Firm .....

Full Name .....

Postal Address .....

Phone/Mobile No. ....

