

ASSAM ELECTRICITY GRID CORPORATION LIMITED

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CIN: U40101AS2003SGC007238
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BID IDENTIFICATION NO: AEGCL/DGM/LAC/TT/TLS-69/2023/705; Dated: 19/12/2023

Bidding Document
For

Supply of furniture for Kahilipara community hall at Kahilipara AEGCL Colony.

**DEPUTY GENERAL MANAGER,
LOWER ASSAM T&T CIRCLE, AEGCL
NARENGI, GUWAHATI-26.**

SECTION - 1
INSTRUCTION TO BIDDER

1.1.0 SCOPE OF BID :-

1.1.1. The Deputy General Manager, Lower Assam, T&T Circle, AEGCL on behalf of Assam Electricity Grid Corporation Ltd, hereinafter referred to as AEGCL or Purchaser invites sealed 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.

- a) **NAME OF WORK :- Supply of furniture for Kahilipara community hall at Kahilipara AEGCL Colony.**
- b) **ESTIMATED VALUE FOR THE WORK :- Rs. 1,72,280.00 (Rupees One Lakh Seventy Two Thousand and Two Hundred and eighty) only including taxes.**
- c) **Fund: Colony Maintenance Fund for FY 2024-25.**
- d) **Key Dates: Refer to NIT.**
- e) **Bidding address :-**
O/o The Deputy General Manager
Lower Assam, T&T Circle, AEGCL,
Narengi.Guwahati-26

[e-mail: dgmmtc.guwahati@aegcl.co.in]
- f) Bidders may obtain further information from the office of the Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati - 781026, Assam.
- g) **Cost of Bidding :-** The bidder shall bear all costs associated with the preparation and submission of its bid and AEGCL will in no case be responsible or liable for those costs. **The cost of the tender paper is Rs. 500/- (Rupees Five Hundred) only to be pledged in favour of "AEGCL, Guwahati" (in the form of A/C payee DD/Bankers Cheque).**
- h) **Bidding Procedure :-**
Two envelope bidding procedure will be adopted. Bidders are to submit two sealed envelopes simultaneously, one containing the technical & Commercial proposal, Part-I (Technical & Commercial Bid) and the other containing the price proposal Part-II (Price Bid), enclosed together in one sealed envelope. Initially, only the Part-I bids shall be opened. Part-II proposals submitted by bidders, which do not conform to the specified requirement, may be rejected as deficient bids. The Part-II (Price Bid) proposals of technically qualified bidders will be opened at a date and time, which will be informed to all the qualified bidders of Part-I.

1.2.0 SCOPE OF WORK :-

1.2.1 The brief description of the scope of work covered under this bidding document is furnished below:

- a. Design, manufacture and supply of good quality and branded furniture as specified in the BOQ and as per the direction of the Site Engineer.
 - b. Loading at manufacturer's works, transportation and delivery at designated sites, including unloading at destination sites.
 - c. Freight & Transit Insurance, storage at site and site insurance of all materials at site shall be in the scope of the contractor.
- 1.2.3 The Bill of Quantities for indicative purposes is furnished in Price Schedules.
- 1.2.4 The bidder on its own responsibility may visit and examine the Site of Works and its surroundings and obtain information that may be necessary for preparing the bid. Any permits or licenses that may be required to execute the works should also be obtained by the contractor.
- 1.2.5 No modifications/additions/ deletions shall be made by the bidder to the items and quantities given in these schedules.
- 1.2.6 For determining the completion time of the Contract, the date on which the Notification Award is issued, shall be taken as Commencement Date of the contract.

1.3.0 TIME SCHEDULE:

1.3.1 The successful bidder shall have to complete the works within **60 (Sixty) days from the date of issue of work order**. For determining the completion time of the Contract, the date on which the work order is issued, shall be taken as Commencement Date of the contract.

1.4.0 ELIGIBILITY CRITERIA OF THE BIDDER:

- 1.4.1 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.
- 1.4.2 When the bidder is a Company, the company registration document along with Memorandum of Association should be submitted.
- 1.4.3 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.
- 1.4.4 A 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.
- 1.4.5 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.
- 1.4.6 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.
- 1.4.7 No Joint Venture Bid shall be allowed.
- 1.4.8 Manufacturer's/Authorised dealer's undertaking:- The Bidder may be either an Original manufacturer or an authorised dealer/distributor/agent/Indian representative of manufacturer; documentary evidence to this effect shall be furnished by the bidder along with bid for the offered materials.

1.5.0 FINANCIAL CAPABILITY

- 1.5.1 Bidder will require to submit along with the bid the audited balance sheets and other legal financial statements acceptable to AEGCL, for the last financial year 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. Wherever necessary the Employer may make enquiries with Bidder's bankers.
- 1.5.2 Average Annual Turnover : Minimum average annual turnover must be 50% of the work value calculated as real assets total certified payments received for contracts in progress or completed, within the last 3 (Three) Years.
- 1.5.3 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:
- i. the cash-flow requirement of atleast 30% of the work value and
 - ii. the overall cash flow requirements for this contract and its current works commitment.
- 1.5.4 Bidder must keep GST liabilities up to date and non-payment of GST liabilities and non-filing of relevant GST return more than 3 (three) months shall be reckoned as GST defaulter and this may be considered a cause for disqualification of a bidder and the bid may be rejected.

1.6.0 EXPERIENCE:

- 1.6.1 Experience on similar nature of works under contracts in the role of manufacturers, supplier, contractor, subcontractor for at least the last 7(Seven) years prior to the bid submission deadline.
- 1.6.2 Participation as manufacturer/supplier/vendor 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.
- 1.6.3 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.

1.7.0 LITIGATION HISTORY

Bidders shall submit details of all litigation, arbitration or other claims, whether pending, threatened or resolved in the last five years, with the exception of immaterial claims with a cumulative impact of not more than 10% of their total assets. The Employer may disqualify bidders in the event that the total amount of pending or threatened litigation or other claims represent more than 50% of their total assets.

1.8.0 DOCUMENTS COMPRISING THE BID

- 1.8.1 The bid submitted by the bidder shall comprise two envelopes submitted simultaneously, one containing only the technical proposal and the other the price proposal.

1.8.2 The Technical Bid submitted by bidders shall contain the following:

- a) Bid Submission Sheet
- b) Documentary evidence to establish that the Bidder meet the qualifying requirements in accordance with Clauses 1.5.0, 1.6.0 and 1.7.0.
- c) Documents to be furnished as per Clause 1.9.3
- d) The Bid Guarantee (Bid Security) in accordance with Clause 1.20.0 & its sub clauses of this Section.
- e) All Bidding Schedules properly filled up including Price Bid Schedules.
- f) Technical literature/brochure/catalogue for offered product.

1.8.3 To establish its eligibility and qualifications to perform the contract, the bidder shall provide along with the above-mentioned documents the following additional documents (mandatory) on qualifying requirements such as:

- a) *Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.*
- b) *Copies of valid Trade License issued by competent authority in the State of Assam or in the State where the bidder's business is registered.*
- c) *Copies of PAN, GST Registration Certificate as per Goods & Services Tax laws.*
- d) *Total monetary value of similar work performed by the bidder in each of the last three years.*
- e) *Average annual turnover of the bidder for the last three consecutive financial years and the annual turnover must be certified by a registered Chartered Accountant. Reports on the financial standing of the Bidder, such as IT return acknowledgement, profit and loss statements and audited annual accounts for the last year .*
- f) *Manufacturer's/Authorised dealer's undertaking:- The Bidder may be either an Original manufacturer or an authorised dealer/distributor/agent/Indian representative of manufacturer; documentary evidence to this effect shall be furnished by the bidder along with bid for the offered materials.*
- g) *Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.*

1.8.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

1.8.5 Notwithstanding anything stated herein above, AEGCL reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstance warrant such assessment in the overall interest of AEGCL.

1.9.0 DOCUMENTS ESTABLISHING CONFORMITY OF THE GOODS AND SERVICES

1.9.1 The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of literature, and data, etc 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.

1.10.0 SITE VISIT

The Bidder is advised to visit and examine the sites where the works are 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 sites shall be at the Bidder's own expense.

1.11.0 CLARIFICATION ON BIDDING DOCUMENTS :-

**1.11.1 A prospective bidder requiring any clarification of the bidding documents may notify AEGCL in writing at the following address-
Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati-26**

AEGCL will respond to any request for clarification which it receives earlier than 7 (**seven**) days prior to the deadline for submission of bids.

1.11.2 Verbal clarification and information given by AEGCL or its employee(s) or representative (s) shall not in any way be binding on AEGCL.

1.12.0 AMENDMENT OF BIDDING DOCUMENTS

- 1.12.1 At any time prior to the deadline for submission of bids, the AEGCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.
- 1.12.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to AEGCL.

1.13.0 LANGUAGE OF BID

- 1.13.1 The bid, and all correspondence and documents related to the bid, exchanged between the bidder and AEGCL shall be written in the English language. Supporting documents and printed literature furnished by the bidder shall also be in English language.

1.14.0 BID FORM AND PRICE SCHEDULES

- 1.14.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents in the manner and detail indicated therein.

1.15.0 BID PRICES

- 1.15.1 Unless otherwise specified in the bid document, bidders shall quote for the scope of supply and services on an "item wise" basis so that the bid price covers all the contractors 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 quoted item(s). Bidders shall give a breakdown of the prices in the manner and detail called for in the **Schedules of Prices**.
- 1.15.2 In the Schedules, Bidders shall give the required details and a breakdown of their prices, including all taxes, duties, levies, and charges payable as of twenty eight (28) days prior to the deadline for submission of bids, as follows:
- (a) Plant and equipment (**Schedules of Prices**) shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-shelf, as applicable). All taxes and duties taxes as applicable and freight and insurance shall be indicated separately.
- 1.15.3 Price Adjustment: Prices quoted by the Bidder shall be FIRM during performance of the contract. Duties and Taxes shall be adjusted, except there is variation due to changes in legislation of the Country.

1.16.0 INSURANCE

- 1.16.1 The Contractor 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.
- 1.16.2 The Contractor 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.
- 1.16.3 In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the Contractor 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 Contractor shall be initiated within a period of 30(thirty) days from the date of receipt of each consignment by him /them.
- 1.16.4 If it is considered necessary that the damage equipment either in part or in full to be sent back to the manufacturer's works for repair, the manufacturers/ Contractors 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 Contractor.
- 1.16.5 Unless, otherwise mutually agreed upon, in case of failure by the Contractor 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 "Contractor" with the Purchaser or take any other appropriate action.

1.17.0 BID VALIDITY

- 1.17.1 Bids shall remain valid for a period of **180 (One Eighty)** days after the date of opening of Technical Bids.
- 1.17.2 In exceptional circumstances, prior to expiry of the original bid validity period, AEGCL may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

1.18.0 BID SECURITY (EARNEST MONEY)

- 1.18.1 **The Bidder shall furnish, as part of its bid with the Technical Proposal, a bid security in the amount of Rs. 3500.00 (Rupees Three Thousand and Five Hundred) only.**

- 1.18.2 For participation in the bidding procedure, participants must compulsorily pay the Bid Security / Earnest Money Deposit in the form of DD/Fixed Deposit/bank Guarantee/Banker's Cheque in favour of **AEGCL, Guwahati**. The bid security shall remain valid for 30 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested.
- 1.18.3 Any bid not accompanied by an acceptable bid security shall be rejected as non-responsive.
- 1.18.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, against written request from the unsuccessful bidders.
- 1.18.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.
- 1.18.6 The bid security may be forfeited
- (a) if the bidder withdraws its bid, except as provided in Sub-Clause 1.24.1;
 - (b) if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 1.24. or
 - (c) in the case of a successful bidder, if it fails within the specified time limit to
 - (i) sign the Contract Agreement,
 - (ii) furnish the required performance security.
- 1.18.7 No interest shall be payable by AEGCL on the above bid guarantee.

1.19.0 ALTERNATIVE PROPOSALS BY BIDDERS

- 1.19.1 Bidders shall submit offers, which comply with the Bidding Documents, including the basic AEGCL's Requirements as indicated in the bidding documents. Alternatives will not be considered. The attention of bidders is drawn to the provisions of Clause 1.28.0 regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

1.20.0 FORMAT AND SIGNING OF BID

- 1.20.1 The bidder shall prepare one original and two copies of the bid proposal, clearly marking each one as: "ORIGINAL- BID PROPOSAL, etc as appropriate. In the event of discrepancy between the original and any copy, the original shall prevail.
- 1.20.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 1.20.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by AEGCL, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 1.20.4 The Bidders must submit the Bid Guarantee in separate sealed envelope, super-scribed as under:
"BID GUARANTEE (Name of the Package)"
- 1.20.5 The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 1.20.6 Bids by Corporation / Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company in the matter.
- 1.20.7 A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected.
- 1.20.8 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 1.20.9 The Bidder's name stated on the proposal shall be exact legal name of the firm
- 1.20.10 Bids not conforming to the above requirements of signing may be disqualified.
- 1.20.11 If the outer envelope is not sealed and not marked as above, AEGCL will assume no responsibility for the misplacement or premature opening of the bid.
- 1.20.12 The Bid must be accompanied with requisite BID SECURITY in a separate sealed cover.
- 1.20.13 The Bidders have the option of sending the Bids by post/courier or in person. Bids submitted by Telex/ Telegram/Fax will not be accepted. No request from any Bidder to AEGCL to collect the proposal from Airlines/Cargo Agents etc shall be entertained by AEGCL.

1.21.0 DEADLINE FOR SUBMISSION OF BIDS

- 1.21.1 Bids must be received by AEGCL at the address specified above no later than refer to NIT.
- 1.21.2 AEGCL may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 1.13.0, in which case all rights and obligations of AEGCL and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.

1.22.0 LATE BIDS

- 1.22.1 Any bid received by AEGCL after the deadline for submission of bids prescribed in Clause 1.22.0 will be rejected and returned unopened to the bidder.

1.23.0 WITHDRAWAL OF BIDS

- 1.23.1 The bidder may withdraw its bid after bid submission, provided that written notice of the withdrawal is received by AEGCL prior to the deadline for submission of bids.
- 1.23.2 The bidder's withdrawal notice shall be prepared, sealed, marked and delivered with the envelopes additionally marked "WITHDRAWAL".
- 1.23.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Sub-Clause 1.18.0 may result in the forfeiture of the bid security pursuant to Sub-Clause 1.19.6.

1.24.0 OPENING OF BIDS

- 1.24.1 AEGCL will open the Technical Bids (Part-I), in the presence of bidders' representatives who choose to attend; at the following location:
Deputy General Manager.
Lower Assam T&T Circle, AEGCL,
Narengi, Guwahati-26

The bidders' representatives who are present shall sign a register evidencing their attendance.

- 1.24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 1.24.0 shall not be opened.
- 1.24.3 The bidders' names, the Bid Prices, the presence or absence of Bid Security, and such other details as AEGCL may consider appropriate, will be announced and recorded by AEGCL at the opening. The bidders' representatives will be required to sign this record.

1.25.0 PROCESS TO BE CONFIDENTIAL

- 1.25.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence AEGCL's processing of bids or award decisions may result in the rejection of the bidder's bid.

1.26.0 PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 1.26.1 Prior to the detailed evaluation of bids, AEGCL will examine the bids to determine whether they are complete and all documents as per Clause 1.9.0 are provided or not, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order and provides any clarifications and/or substantiation that AEGCL may require pursuant to Clause 1.27.0.
- 1.26.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents, without material deviation or reservation and includes the amendments and changes, if any. AEGCL may waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation or reservation, provided such deviation or reservation does not (i) affect in any substantial way the scope, quality or performance of the Works; (ii) limit in any substantial way, inconsistent with the bidding document, AEGCL's rights or bidder's obligations under the contract; or (iii) whose rectification would affect unfairly the competitive position of other bidder's presenting substantially responsive bids.
- 1.26.3 Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by AEGCL and not included for further consideration.

1.27.0 CLARIFICATION OF BID PROPOSALS AND CONTACTING AEGCL

- 1.27.1 To assist in the examination, evaluation and comparison of Bids, AEGCL may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by mail, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by AEGCL in the evaluation of the bids in accordance with Clause 1.28.0.

1.27.2 Subject to Sub-Clause 1.28.1, no bidder shall contact AEGCL on any matter relating to its bid from the time of opening Bids to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of AEGCL, it should do so in writing.

1.27.3 Any effort by the bidder to influence AEGCL in AEGCL's evaluation of price proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

1.28.0 CORRECTION OF ERRORS

1.28.1 Price Proposals determined to be substantially responsive will be checked by AEGCL for any arithmetic errors. Arithmetic errors 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 the total costs shall prevail and the total bid amount will be corrected.

1.28.2 The amount stated in the Form of Bid for Price Proposal 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 in accordance with Sub-Clause 1.19.6 (b).

1.29.0 EVALUATION AND COMPARISON OF BID PROPOSALS

1.29.1 AEGCL will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 1.27.0.

1.29.2 For equipment and materials, the comparison shall be of the ex-factory price of equipment and materials offered (such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated); plus the cost of transportation, local taxes and duties, civil works, installation and other services required under the contract with due corrections as per Clause 1.29.0, AEGCL's comparison will also include the costs if any, resulting from application of the evaluation procedures described in Sub-Clause 1.30.4.

1.29.3 AEGCL will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, AEGCL will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

(a) Qualification

- (i) the determination will take into account the Bidder's financial and technical capabilities and past performance; it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 1.5.0 as well as such other information as AEGCL deems necessary and appropriate; and
- (ii) an affirmative determination will be a prerequisite for AEGCL to continue with the evaluation of the proposal; a negative determination will result in rejection of the Bidder's bid.

(b) Technical

- (i) overall completeness and compliance with AEGCL's Requirements; the technical merits of materials and equipments offered and deviations from AEGCL's Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;

(c) Commercial

- (i) Deviations and omissions from the contractual and commercial conditions as identified in the Bid.
- (ii) compliance with the time schedule called for in the Bidding Document and evidenced as needed in a milestone schedule provided in the bid; and
- (iii) the functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment.

1.29.4 Pursuant to Sub-Clause 1.30.4, the following evaluation methods will be followed:

(a) **Time Schedule:** The plant and equipment covered by this bidding are required to be shipped, installed and the facilities completed within the period specified in Sub-Clause

Bidders submitting bids which deviate from the time schedule specified will be rejected.

(b) **Deviations from the Bidding Document:**

Bidders shall base their Bid price on the terms & conditions specified in the Bidding Documents.

Bids with material deviations and omissions shall be rejected.

(c) **Functional Guarantee of the facilities:**

Bidders shall state the functional guarantees (e.g. guaranteed performance or ratings or efficiency) of the proposed Goods in response to AEGCL's Requirements (Technical Specifications). Goods, Plant and equipment offered shall have a minimum performance (functional guarantees/ratings) specified in the Technical Specifications to be considered responsive. Bids offering Goods, plant and equipment with functional guarantees less than the minimum specified shall be rejected.

1.29.5 **Bid Evaluation Process for Abnormally Low Bids:**

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) and 10.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 guidelines 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 coextensive 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.

1.29.6 AEGCL reserves the right to accept or reject any variation or deviation. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to AEGCL shall not be taken into account in bid evaluation.

1.30.0 AWARD

1.30.1 AEGCL will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents provided that such bidder has been determined to be qualified in accordance with the provisions of the Bid.

1.31.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

1.31.1 Notwithstanding Clause 1.32.0, 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 obligation 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.

1.32.0 NOTIFICATION OF AWARD

1.32.1 Prior to expiration of the period of bid validity prescribed by AEGCL, AEGCL will notify the successful bidder by fax, 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 of Contract called "the Contract Price").

1.32.2 The notification of award will constitute the formation of the Contract.

1.33.0 SIGNING OF CONTRACT AGREEMENT

1.33.1 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.

1.33.2 Within **15 (fifteen) days** of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to AEGCL.

1.34.0 WARRANTY

1.34.1 The contractor/supplier 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 (eighteen) 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.

1.34.2 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.

1.34.3 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 eighteen (18) months from the date of such replacement or renewal.

1.34.4 The repaired or new parts will be furnished and executed 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.

1.34.5 The acceptance of the equipment by the Employer shall in no way relieve the contractor of his obligation under this clause.

1.34.6 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.

1.35.0 PERFORMANCE SECURITY (Contract Performance Guarantee)

1.35.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a Nationalized Bank, in the form attached with the Bidding Document (Section -2) in favour of the AEGCL. The guarantee amount shall be equal to ten percent (10%) of the Contract Price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 90 (ninety) days after the end of Warranty Period.

1.35.2 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 Security Deposits which shall be retained up to 90 (ninety) days after the end of Warranty Period

1.35.3 The performance guarantee shall cover additionally the following guarantees to the owner:

- a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents.
- b) The successful Bidder further guarantees that the equipment/material provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy must be guaranteed.

1.35.4 The Contract performance Guarantee will be returned to the Contractor without any interest at the end of warranty period and written request from the contractor.

1.36.0 TERMS OF PAYMENT

1.36.1 Payment against supply of furniture and F&I shall be made as follows: -

- i. No advance payment shall be made in this contract.
- ii. No claim for interest shall be entertained by AEGCL
- iii. The price is firm and no price variation shall be applicable.
- iv. First and final bill would be released on completion of supply in full and good condition at site and only after final acceptance by AEGCL.
- v. Documents required to be submitted alongwith with invoice:-
 - a) Contractor's / Supplier's invoice showing LOA reference, Goods description, Quantity dispatched, Unit price, Amount

- b) Challan
- c) Manufacturer's guarantee certificate of quality
- d) Physical verification certificate
- e) Certificate of origin of the offered product
- vi. 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

1.37.0 CORRUPT OR FRAUDULENT PRACTICES

1.37.1 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;

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they 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 official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or 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;
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by AEGCL if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

1.38.0 PENALTY FOR DELAYED EXECUTION/ LIQUIDATED DAMAGES

1.38.1 In the event of delay in completing the work extending beyond the date of completion or beyond the extended date, if any, permitted by the Board, 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.

1.39.0 FORCE MAJEURE

1.39.1 Force Majeure shall be considered as any circumstances beyond the reasonable control of the party claiming relief, including but not limited to strikes lockout, civil commotion, riot, insurrection, hostilities, war, fire, flood, earthquake, delay in delivery of equipments or part thereof by AEGCL, would entitle contractor to extension of time.

1.40.0 SETTLEMENT OF THE DISPUTE & ARBITRATION

1.40.1 Any dispute arising out of the contract will first be discussed and settled bilaterally between the Assam Electricity Grid Corporation Limited and firms/ contractors. In case, the dispute cannot be settled bilaterally, it will be referred to arbitration by an arbitrator to be appointed by the AEGCL, The contractor shall not stop the work during settlement of any arbitration case. All disputes arising out of the agreement so made shall be subjected to the jurisdiction of district court of Kamrup District.

1.41.0 RIGHT TO REJECT:

1.41.1 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 under Acts, Rules and Policies Tab.

SECTION – 2

BID SUBMISSION SHEET, BID FORMS AND
SCHEDULES

1. Bid Submission Sheet

(To be submitted in firm's Letterhead)

Name of contract:

To,

The Deputy General Manager,
Lower Assam, T&T Circle, AEGCL,
Narengi.Guwahati-26

Sir:

We, the undersigned, declare that:

- (a) We have examined the General Conditions of Contract, Technical Specification, Schedules, and Addenda Nos _____ (if any). We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete the said Works and remedy any defects fit for purpose in conformity with these documents and the enclosed Proposal (Price Offer).
- (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 will provide the specified performance security, commence the Works as soon as reasonably possible after receiving the notice to commence, and complete the Works in accordance with the above-named documents within the time stated in the Bidding Document.
- (e) Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process;
- (g) 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.
- (h) 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 regulation.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Yours faithfully

Signature _____ in the capacity of _____ duly authorized to sign bids for and on behalf of

Address

2. Form-BG

Form of Bid Security (Bank Guarantee)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [Date] for the construction of _____ [Name of Contract] (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [Name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment will and truly to be made to the said Employer 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 his Bid during the period of bid validity specified in the Form of Bid;
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 Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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 180 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 Employer, 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)

