

ASSAM ELECTRICITY GRID COPORATION LTD.



Request for Proposal

Procurement of V Grooves for Lower Assam Communication Division, AEGCL, Kahilipara

SCHEME

“O&M HQ, AEGCL.”

NIT No: AEGCL/DGM/MRTC/Ghy/T-17/2022/52

**Deputy General Manager,
LA T&C Comm. Circle,
AEGCL, Narengi, Guwahati-26**

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INFORMATION FOR BIDDERS

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1. Introduction of the Tender Enquiry

Bids are invited from experienced, financially sound and reputed firms for Procurement of V- Grooves for Lower Assam, Communication Division, AEGCL, Kahilipara, Ghy-19

2. Name of work: Supply of V-Grooves for Lower Assam Communication division AEGCL, Kahilipara as per the technical specifications detailed below.

3. Scope of Work

- i. Supply of 2 Nos of V-Grooves as per technical specifications
- ii. All necessary transportation from the factory to the consignee within the stipulated time without any extra cost to the purchaser.

4. The Consignee for the above supply work is Lower Assam Communication Division, Kahilipara, Guwahati -19

5. Submission of bid:

The bid shall be in two parts, i.e. (i) Techno commercial bid, (ii) Price bid.

i. Techno-commercial bid

In the techno commercial bid, the bidders are required to submit copies of (i) Documentation fees (i) Earnest money deposit (iii) PAN, (iv) GST registration, (v) Annual Turn Over (Rs 3 lakhs average for last 3 yrs.) (vi) Order executing details of similar work

A set of the above documents must be submitted for techno-commercial evaluation failing which it will be treated as non-responsive. The bid cost is Rs. 500.00 (Rupees Five hundred) only.

ii. Price Bid

The Price Bid shall be the offer price for supply (on FOR basis) and inclusive of all cost. Price Bids of only substantially responsive bidders shall be opened. Submission of Price Bid Schedule with all quantities and prices shall be filled up as per annexure provided in the detail bid document. **All quoted rate should be inclusive of GST and all necessary taxes as applicable as per prevailing rate.**

Note:

- a) In case of any difference found between the rates in figures and in words, minimum of the two will be considered. If the bidder does not accept the correction of the errors as above, his bid shall be rejected and the amount of bid guarantee/security will be forfeited.
- b) The rates quoted shall be inclusive of all necessary taxes, duties, freight and insurance etc.
- c) **No separate declaration offering discount on price will be allowed. Offered price in the price schedule will be considered final for evaluation.**

In the event of any bidder found to be involved in corrupt or fraudulent practices in competing for the bid, AEGCL shall reject the proposal. Even if any such thing is detected after award of contract, the contract will be cancelled forthwith without any notice and the PBG shall be invoked. Moreover, AEGCL shall declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

- d) Bidders shall submit their most competitive rates. It may please be noted that incomplete tenders shall not be accepted.
- e) The Techno commercial bid shall be opened on the due date and due time (or on the next working day, in case of holiday) in presence of the bidders or their authorized representatives without delay. Price bids of technically approved bidders will be opened on a separate date after due intimation.
- f) Post revision of quoted rates, terms and conditions having direct or indirect impact on the quoted rates shall not be accepted and the offer would be rejected and earnest money shall be forfeited. Withdrawal of offer within the quoted validity period shall not be accepted and in that case earnest money shall be forfeited. Employer reserves the right for negotiation of rates, terms and conditions only.

6. Important Timeline

Description	Date & Time
Tender document publishing date	20.01.2023 09.00 hrs.
Bid Submission start date and time	20.01.2023 10:00 hrs.
Bid submission end date and time	03.02.2023 17.00 hrs
Technical Bid Opening Date & time	04.02.2023 11.30 hrs

Date of opening of Price Bids will be intimated subsequently to the Techno-Commercially qualified Bidders.

7. All queries may be submitted to the below address prior to the closing of bid submission date

The Deputy General Manager (LA, T&C, Comm. Circle)
 AEGCL, Narengi, Guwahati -781026
 Email – dgmtcc.la@aegcl.co.in

8. Earnest Money Deposit (EMD):

The Earnest money for an amount Rs 2800.00 (Rupees Two Thousand Eight hundred only) (rounded off to nearest integer value) which is approximately 2% (Two Percent) of the awarded value shall be submitted along with the Techno Commercial bid. Any tender without earnest money in the form mentioned above, shall be rejected outright. The EMD shall be returned to the bidder(s) whose offer is not accepted within one month from the date of LoA(s) to the selected bidder(s). The EMD to the successful bidder shall be released on submission of Performance Bank Guarantee at the time of execution of the agreement. However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder.

9. Performance Guarantee.

The successful bidder shall have to deposit performance security in the form of performance Bank Guarantee (PBG) from a scheduled commercial bank of RBI pledged in favour of Assam Electricity Grid Corporation Limited as per prescribed proforma for an amount equivalent to 10% (ten percent) of the awarded value. The PBG be furnished to the Deputy General Manager (LA,T&C,Comm. Circle), AEGCL along with acceptance of Letter of Intent (LOI). The validity of the PBG shall be for a period of 12 (Twelve) months beyond the scheduled date of completion of supply and erection as per work order with additional one month claim period. If the successful bidder fails or neglect to perform any of his obligations under the contract, the AEGCL shall have the right to forfeit in full or in part thereof at its absolute discretion the performance security deposit furnished by the supplier. No interest shall be payable on such deposits.

10. Eligibility Criteria and Basic Qualifying Requirements:

9.1. Technical

- a) The Bidder should be a Supplier or Authorized Distributor of Telecom or Networking Items or Electrical Items or rendered telecom services in Government Agencies/PSU/Electrical Utilities.
- b) The bidder must submit documentary evidence along with the technical bid for such experience mentioned in 9.1 clause (a) for last 3 (three) years.
- c) Bidders who will supply cable in confirmatory with the technical specification only will be treated as responsive bidder.

9.2. Financial

- a) The Minimum Average Annual Turnover (MAAT) of the bidder for the last 3 (three) financial years shall be at least ₹ **3,00,000.00 (Rupees Three Lakh) only**. This should be supported by the copy of the income tax return submitted by the firm for the last three years.
- b) The bidder shall furnish GST registration certificate, etc. (wherever applicable).
- c) The bidder shall furnish copy of their PAN Card. The PAN card must be in the name of the firm/proprietor.
- d) Formal authority, Registered/Notarized for signing the tender or other documents on behalf of the firm /individual shall be submitted along with the bid. In case of registered company Board's resolution of the company for authorized signatory should be furnished.
- e) Power of attorney should be a registered/ notarized one.
- f) Notwithstanding anything stated herein above, AEGCL reserves the right to assess the capacity and capability of the bidder to execute the work, should be circumstance warrant such assessment in the overall interest of AEGCL.

11. Bid Capacity:

The Bidders who meet the minimum qualification criteria mentioned against Clause No. 9.1. AEGCL reserves the right to carry out the Bid Capacity assessment of the Bidders and the owner's decision shall be final and binding to the bidder.

12. The Bidder's offer shall include and substantiate its claimed data on qualifying requirements by uploading scanned original copies of valid supporting documents such as detailed below:

- a) 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) The Bid should be valid for at least 180 days.
- c) A detailed list of existing or ongoing work orders with other Central/State Utilities/Reputed Private Utility if any.

13. 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 enclosures submitted as a proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy.
- Notwithstanding anything stated herein under, the purchaser reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstances warrant such assessment in the overall interest of the purchaser.

14. Evaluation and Award of work:

- a) The evaluation of bids will be carried out, first of techno-commercial bid thereafter opening the price bid of only those bidders who qualify and meet the technical requirements of the equipment to the satisfaction of AEGCL Engineers.
- b) In comparing bids and making awards, the employer will consider such factors as compliance with specifications, relative quality and adaptability of suppliers, the technology and process involved in production experience, financial soundness, records of integrity in dealing ability to furnish repair and maintenance services.
- c) AEGCL reserves the right not to order/ award the job to the price-wise lowest party if the party during any part of evaluation is found technically or price wise non responsive.
- d) AEGCL reserves the right to reject any / all bids without assigning any reasons thereof, the right to accept any bid or part of which is advantageous to AEGCL and to award the contract in single or phased manner to one party or split up amongst different bidders.
- e) Information relating to the examination, clarification, evaluation and the comparison of the bids and recommendation for award of contract shall not be disclosed to the bidders or any person not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence AEGCL's processing of bids or award decision may result in the rejection of the bid.

15. Termination of work order:

Company reserves the right to terminate the work order at any stage in accordance with the Company's General Condition of Supply and Erection in force.

16. Period of completion:

45 days (Forty- Five days) from the date of issue of work order/LoA

NB: The project being a time bound priority scheme the intending bidder who feel competent enough to complete within the stipulated period should only participate. No extension of work will be granted.

18.1. All payment shall be made from the office of the DGM, LA T&C, Communication, Circle Narengi, Ghy -19 AEGCL. **The bills after due verification and passing by the concerned consignee should be placed to the DGM (LA,TCC Circle,AEGCL) for payment.** All billing transactions must be in strict adherence with AEGCL payments terms and clause. **Bank Guarantees (BG) submitted along with the bid or to be submitted should be from any branch of nationalized or scheduled Bank of RBI located in Assam. In case of Bidder fails to submit Performance Bank Guarantee, AEGCL shall have the right to forfeit in full or in part thereof at its absolute discretion the performance security deposit furnished by the supplier, If the successful bidder fails or neglect to perform any of his obligations/duties mentioned in scope of work.**

18.2. Payment shall be released subject to the following conditions: -

- i) Work should be strictly conforming to scope mentioned in the Bid.
- ii) Proper submission of triplicate documents/bills duly verified by Office of AGM, communication, LA, Kahilipara Ghy -19 bills along with all relevant documents viz., Delivery Challan, Warranty certificate/Undertaking/ Test reports, Bill Passing Journal Voucher,etc. complete in every aspect in strict adherence to transactions in AEGCL system.

17. Guarantees and Penalties

- a) Liquidated Damages (LD): The proposed scope of work is to be completed within stipulated/agreed schedule. Any delay beyond that will attract penalty as per AEGCL's General condition of supply and erection.

18. Termination of contract on Contractor's default

If the Supplier neglect to execute the Works with due diligence and expertise or shall refuse or neglect to comply with any reasonable order given to him, in the Contract by the Purchaser in connection with the works or shall contravene the provisions of the Contract, the owner may give notice in writing to the supplier to make good the failure, neglect or contravention complained of. Should the supplier fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the supplier, may have neglected to do or if the owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the supplier 's hands and re- contract with any other person or persons to complete the works or any part thereof the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the work or of completing the Works as the case may be. If the cost of completing of Works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works' is delayed.

In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause no.26 of GCSE

Such action by the Owner as aforesaid, the termination of the Contract under this clause shall neither entitle the contractor to reduce the value of the contract Performance Guarantee nor the time thereof. The contract Performance Guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

19. Termination of contract on owners' initiative

The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default." The Owner shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.

The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.

In the event of such a termination, the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies the Owner is satisfied that the legal representatives of the individual contractor or of the proprietor of propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Owner shall be entitled to cancel the Contract as to its uncompleted part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to surviving partners of the contractor's firm on account of the cancellation of the contract. The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, the Owner shall not hold the estate of the deceased Contractor and/or the surviving partner of the Contractor's firm liable to damages for not completing the Contract.

20. Frustration of contract

In the event of frustration of the contract of supervening impossibility in items of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the contract.

In the event of non-availability or suspension of funds for any reasons whatsoever (except for reason of willful or flagrant breach by the Owner and/or contractor) then the Works under the contract shall be suspended. Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract. In the event Performance Bank Guarantee, the parties shall mutually discuss to arrive at reasonable on all issues including amounts due to either party for the work already done on "Quantum merit" basis which shall be determined by mutual agreement between the parties.

21. Disclaimer:

While the Company will make every endeavor to extend necessary facilitation in expediting the work, the contractor shall be responsible to organize and arrange all necessary inputs right from mobilization activities up to completion of the supply work. Company will not entertain any failure / delay on such accounts. Also, Company will not be responsible for any compensation, replenishment, damage, theft etc. as may be caused due to negligent working, insufficient coordination with Government / non-Government / Local Authority by the contractor and/ or his personnel deputed for work. The contractor shall take necessary insurance coverage under LIC/GIC etc. for his working personnel and the goods in store as well as in transit. The contractor will be deemed to have made him acquainted with the local working conditions at site(s) and fully provide for into the bid submitted.

22. If for any reason the last date of receiving and opening of tender or the date of pre-bid discussion is a declared holiday the next working day will be considered for receiving and opening of bid or pre bid discussion.
23. **Terms and conditions, which are not specified, herein above will be governed by the AEGCL's General Conditions of supply and erection in force. AEGCL's General Conditions of supply and erection (GCSE) may be seen in our official website www.aegcl.co.in**

Deputy General Manager (LA, TCC Circle), AEGCL

BILL OF QUANTITIES AND PRICE BIDDINGSCHEDULE

Price Bid Format
(To be filled up by the bidder)

SN	Name of item	Unit of Material	No of Quantities	Rate	GST	Total Rate for Door delivery at our T&C inclusive of loading, unloading, forward stacking, Freight & Insurance
				(A)	(B)	(C=A+B)
1	V - Grooves	Number	2			

Signature of the bidder
With Seal, Date, address and contact no.

TECHNICAL SPECIFICATION

Technical Specification for V- Grooves

SI No	Descriptions	Confirmatory (Yes/No)
1	Should be useful for both single and multimode	
2	Insertion loss, typically < 0.2dB	
3	Back Reflection < -40dB	
4	Can be secured using adhesive strip and screw mounting	

N.B. Bidder to specify the offered cable specifications in the confirmatory column as YES/NO and need to submit the same in the technical bid for evaluation.

ANNEXURE AND PROFORMA

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(To be stamped in accordance with Stamp Act)
The non-Judicial stamp paper should be in the name of issuing bank

Appendix 4 - Form of Performance Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)
(The non-Judicial Stamp Paper should be in the name of issuing Bank)

Bank's Name:

Address of Issuing Branch or Office:

Email id and phone no for correspondence:

Beneficiary: Managing Director, AEGCL

Name and Address of Purchaser

Bid Security No.:

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of LoA No. _____ dated _____ to execute _____ [name of Contract and brief description of Works]

(hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized/scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of Guarantee]

_____ [in words], such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

BG expiry date:

BG clam date:

Bank's seal and authorized signature(s)

NOTE

1. All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.
2. This guarantee shall be valid upto 30 days beyond the Warranty Period as per the Contract.
3. For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.
4. Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG