

**ASSAM ELECTRICITY GRID CORPORATION LIMITED**  
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CIN: U40101AS2003SGC007238  
Ph:- 0361-2739520/Fax:-0361-2739513 Web:[www.aegcl.co.in](http://www.aegcl.co.in)



EOI IDENTIFICATION NO: **AEGCL/DGM/UATTC/Empt. (22-23)/T-280/2022/2179**  
Dated:19/04/2022

**Expression of Interest (EOI)**

**FOR**

**“Empanelment at AEGCL for a period of one year with provision to extend by another one year to carry out various types of O&M works at Sub-Stations of AEGCL under”**

**Deputy General Manager,  
UAT&T Circle, AEGCL  
Garmur, Jorhat-07**

**EOI Document Cost - ₹200.00 (For Offline)  
-₹0.00 (For Online)**

## SECTION – 1

### INSTRUCTION TO PARTICIPANTS

#### 2.1.0 Scope of EOI

The ASSAM ELECTRICITY GRID CORPORATION LIMITED invited sealed Expression of Interest (EOI) from party/firm/contracting firms for undertaking Review/Appraisal of the, herein after referred to as AEGCL or Employer will receive EOIs for the following:

Sl. No.	Description	EOI Reference No.
(i)	<i>“EOI for Empanelment at AEGCL for a period of one year with provision to extend by another one year to carry out various types of O&amp;M works at Sub-Stations of AEGCL under</i>	

The EOI Document containing the details of qualification criteria, submission requirement, brief objective & scope of work and method of evaluation etc. is enclosed

#### 2.2.0 Cost of Document:

Free (Zero) In case of online mode. And for offline the documents to be purchase with Rs **200.00 in DD/Bank Cheque** only in favour of AEGCL.

#### 2.3.0 EOI application Address:

2.5.0 Participants must visit in the web portal <https://aegcl.co.in> for more details.

2.6.0 Participants have the option to participate in any one or all the packages as define under.

2.7.0 Participants submit the EOI through offline mode only along with all sign & seal copies of supporting documents. Participants can Re-work/Edit their EOIs before closing date of the tender. Participants are advised to submit/re-work their EOIs well advance in time to avoid any last-minute unforeseen hassle.

#### 2.8.0 EOI Processing Fees:

The empanelment for each party/firm/contractor shows EOI shall be valid for one year by paying a registration fee ₹1000.00 (One Thousand) Only for each package and with a provision for extended for another one year by paying ₹1000.00 (One Thousand) Only. The registration fees ₹1000.00 (One Thousand) Only shall be paid in the form in any instruments either than cash and must obtain a receipt of the payment received at O/o undersigned in favour of AEGCL. Any incomplete or non-cleared transaction will not be considered as payment received.

2.9.0 The Expression of Interest is to be submitted in the manner prescribed below: -

All information as detailed below is to be submitted in hard copies in separately sealed envelopes: -

- a) **Applicant’s Expression of Interest as per Format-1.**
- b) **Organizational Contact Details as per Format-2.**
- c) **Experience of the organization as per Format-3.**
- d) **Upto date GST Return.**
- e) **Financial strength of the company as per Format-5.**
- f) **Labour License (Valid).**
- g) **Electrical License/supervisory license above 33kV Voltage level in case of electrical work.**
- h) **Power of Attorney in favour of Authorized Signatory with long and short signatures of Authorized person.**
- i) **Contact Agreement in case of earlier empanelled party/contracting firm.**
- j) **ESIC(If available).**
- k) **Contractor License/Registration.**

2.10.0 EOI Documents have been hosted on the website [www.aegcl.co.in](http://www.aegcl.co.in) and may be downloaded from the website for free of cost. For hard copy please visit the office of the undersigned.

The Participants are expected to examine all instructions, forms, terms and other details in the EOI document carefully. Failure to furnish complete information as mentioned in the EOI document or submission of a proposal not substantially responsive to the EOI documents in every respect will be may result in rejection of the proposal and will be at the Participant's risk.

*Please refer to notice for more details.*

## 2.9.0 SCOPE OF THE PROPOSAL

### A. Participants scope:

#### **Package-A (For Line related work, 400/220/132kV Level)**

- a) Re- Jumpering of damaged/snapped jumper of the Transmission Line.
- b) Replacement of damaged disc insulator of Suspension point per string.
- c) Replacement of damaged disc insulator of Tension point per string.
- d) Re-stringing of snapped conductor due to disc failure or failure of conductor or due to snapping of conductors.
- e) Replacement of hardware fittings like vibration dumpers etc.
- f) Re-stringing of snapped Ground wire.
- g) Attending emergency hot spot in the Transmission Line.
- h) Jungle cleaning in the corridor of the Line.
- i) Emergency tree/bamboo clearing in the corridor of the line (during fault)
- j) Painting of Towers.
- k) Earthing of Towers.
- l) ERS Works

#### **Package-B (In Substation, 400/220/132kV Level).**

- a) Replacement of damaged clamp of CT/Isolator /Breaker/LA/CVT/Transformer/ Bus et c.
- b) Replacement of Jumper/Drop of CT/Isolator /Breaker/LA/CVT/Transformer/Bus etc.
- c) Attending emergency hot spot in the Sub Station.
- d) Dismantling with erection of CT/LA/CVT in the Substation (including all necessary associated works)
- e) Dismantling with erection of Circuit Breaker (including all necessary associated works)
- f) Un skilled labour for jungle cleaning or other works.
- g) Supply of Skilled labour /Fitter.
- h) Jointing works of 33 KV power cable
- i) Laying of replaced power cable
- j) Replacement of control cable.
- k) Bushing Changing of Transformers.
- l) Earthing System of switchyard.

#### **Package-C (All Types of Civil Works related to O&M, Colony and others).**

a). For any civil repairing and maintenance works related to substation, colony and control room etc CPWD schedule (DSR-2021) to be followed and any other items which are not available in CPWD Schedule APWD Schedule 2013-14 with 20% escalation fixed in unit rate shall be considered. Rate for any items which are not covered either in APWD Schedule for CPWD Schedule will refer to empanelment committee of HQ for analysis and setting the same. This is binding with the contractor however specials case shall be referred to HQ for analysis and setting the same.

### B. AEGCL scope:

- a) Arrangement of shut down.

- b) Material will be supplied by AEGCL
- c) T&P to be used will be supplied by the contractor.
- d) List of the Sub-Stations-  
\* 400/220/132/33kV GSS.

## 2.9.0 EMPLOYER'S SUPERVISION

2.10.0 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the Contract that all matters and questions shall be resolved in accordance with the provisions of this document.

### 2.11.0 Arbitration:

Any dispute arising out of the contract will first be discussed and settled bilaterally between the AEGCL and firms/ contractors. In case, the dispute cannot be settled bilaterally, it will be referred to a sole arbitrator to be mutually agreed upon by the Assam Electricity Grid Corporation Limited and the contractor /Firm. The contractor shall not stop the work during settlement of any arbitration case. The place of Arbitration shall be Guwahati.

2.12.0 The work shall be carried out in accordance with the specifications and joint assessment on the scope of work. The scope of the duties of the Employer, pursuant to the contract, will include but not be limited to the following.

Interpretation of all the terms and conditions of these Documents and Specifications. Witness or authorize Employer's representative to witness tests at the manufacturer's works or at site, or at any place where work is performed under the contract. Inspect, accept or reject any equipment, material and work under the Contract, in accordance with the Specifications.

## SECTION-2

### 3.0.0 GENERAL CONDITION:

- a) The successful Participants shall be responsible for the entire job till successful completion of work followed by charging of the equipment/bay etc.
- b) A single point of contact with knowledge of the work in hand will be declared by the Participants side to coordinate the entire job.
- c) Necessary commissioning assistance shall be given by AEGCL.
- d) Boarding and lodging of required manpower shall be arranged by Participants or may be provided at site subject to availability.
- e) Conveyance for mobilized manpower inside plant premises shall be arranged by Participants.

### 3.1.0 Qualification of the Participants

3.1.1 To be qualified for award of Contract, Participants:

- (A) shall submit a written power of attorney authorizing the signatory of the EOI to represent the Participants and will be legally binding on the participants;
- (B) must compulsorily meet each of the following minimum criteria.

#### i.) TECHNICAL ELIGIBILITY: -

The Participant(s) should have experience of more than 3 (Three) years in the above mentioned field of repairer/recovering of transmission line/substation bay/ other O&M works in 33kV level or above voltage class from the date of publication of EOI notice. The Participant(s) must have reputation of successful completion of work in reputed Indian power utilities as on the date of publication of notice and shall be supported by performance certificates issued by not below the rank of Executive Engineer / Dy. General Manager /Divisional Engineer or equivalent". However, any party experienced in repairing of below 33kV level and willing to upgrade to 33kV level may also participate in the EOI, demonstrating in documents their association with experienced and skilled.

ii.) **FINANCIAL CAPABILITY**

Participants must submit annual turnover report in a separate sheet with the certification.

iii.) **EQUIPMENT/INFRASTRUCTURE CAPABILITIES**

The Participants should possess the necessary equipment other T&P materials required for highly precise job.

iv.) **LITIGATION HISTORY**

**Participants shall submit details of all litigation, arbitration or other claims, whether pending, threatened or resolved in the last three years.**

v.) The Participant's offer shall include and substantiate data on qualifying requirements such as in addition to given as above:

- ***Experience in works of a similar nature and volume for each of the last three years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts.***
- Even if the Participants 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 requirement.
- Notwithstanding anything stated herein above, AEGCL reserves the right to assess the capacity and capability of the Participants to execute the work, should the circumstance warrant such assessment in the overall interest of AEGCL.
- The same party/contractor/firm will not be awarded 3nos of works in continuation depriving scopes for other contractors to offers their services.
- Joint Venture may be allowed in between the empanelled firms.

3.2.0 Cost for EOI

The Participants shall bear all costs associated with the preparation and submission of its EOI and AEGCL will in no case be responsible or liable for those costs.

3.3.0 **Clarification on EOI Documents**

A prospective Participants may ask AEGCL in writing for any clarification on the EOI documents at the following address:

**Deputy General Manager,  
Assam Electricity Grid Corporation Limited,**

3.4.0 **Amendment of EOI Documents**

- a) At any time prior to the deadline for submission of EOIs, the Employer may for any reason modify the EOI documents by issuing addenda which shall be uploaded online in AEGCL website as such the Participants are requested to see the website in regular interval.
- b) Any addendum thus issued shall be part of the EOI documents.

3.5.0 **Language of EOI**

- a) The EOI, and all correspondence and documents related to the EOI, exchanged between the Participants and the Employer shall be in the English language.

### 3.6.0 Price Adjustment

Prices quoted by the Participants shall remain firm during tenure of the entire agreement of one year with the option of extension of another year.

### 3.7.0 EOI Validity

- a) EOIs shall remain valid for a period of 180 (One Hundred Eight) days after the date of opening of EOIs.
- b) In exceptional circumstances, prior to expiry of the original EOI validity period, AEGCL may request that the Participants to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Participants may refuse the request without forfeiting its EOI security. A Participants agreeing to the request will not be required or permitted to modify its EOI, but will be required to extend the validity of its EOI security for the period of the extension.

### 3.8.0 Format and Signing of EOI

- a) The Participants shall prepare one original and one copy of the EOI proposal, clearly marking each one as: "EOI PROPOSAL", etc. as appropriate. In the event of discrepancy between the original and any copy, the original shall prevail.
- b) The original and scanned copies of the EOI shall be signed by a person or persons duly authorized to sign on behalf of the Participants, pursuant to Sub-Clauses. All pages of the EOI where entries or amendments have been made shall be signed by the person or persons signing the EOI.
- c) The EOI 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 Participants, in which case such corrections shall be signed by the person or persons signing the EOI.
- d) The EOI must contain the name, residence and place of business of the person or persons making the EOI and must be signed and sealed by the Participants with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- e) EOIs 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 EOI on behalf of such Corporation/Company in the matter.
- f) A EOI 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.
- g) Satisfactory evidence of authority of the person signing on behalf of the Participants shall be furnished with the EOI.
- h) The Participants' name stated on the proposal shall be exact legal name of the firm
- i) EOIs not conforming to the above requirements of signing may be disqualified.

### 3.9.0 Sealing and Marking of EOIs

- a) The Participants shall seal the original copy of the technical proposal, the original copy of the price proposal and each copy of the technical proposal and each copy of the price proposal in separate envelopes clearly marking each one as: EOI Proposal, etc as appropriate **group and package wise separately.**
- b) The inner and outer envelopes shall
  - be addressed to the Employer at the following address along with the participants identification details;

**Deputy General Manager,  
Assam Electricity Grid Corporation Limited,**

**3.10.0 Deadline for Submission of EOIs**

The deadline for submission of EOIs will be at 14.00 Hrs on 11/05/2022

**EOIs must be submitted on stipulated time and no EOI will be accepted after expiry of closing time.**

**3.11.0 Late EOIs**

Any EOI received by AEGCL after the deadline for submission of EOIs prescribed in Clause will be rejected and returned unopened to the Participants.

**3.12.0 Withdrawal of EOIs**

- The Participants may withdraw its EOI after EOI submission, provided that written notice of the withdrawal is received by AEGCL prior to the deadline for submission of EOIs.
- The Participants' withdrawal notice shall be prepared, sealed, marked and delivered in, with the envelopes additionally marked "WITHDRAWAL".

**3.13.0 Withdrawal of a EOI during the time between the deadlines for submission of EOIs and EOI validity period specified in Sub-Clause 3.9.0 may result in the forfeiture of the EOI security.**

**3.14.0 Opening of EOIs**

AEGCL will open the proposals, in the presence of Participants' representatives who choose to attendant **15:00 hours on 12/05/2022** at the office of the undersigned:

**Deputy General Manager, UAT&T Circle  
AEGCL, Garmur, Jorhat-07**

The Participants' representatives who are present shall sign a register as evidence of their attendance. The Participants' names, the EOI Prices, the presence or absence of EOI Security, and such other details as AEGCL may consider appropriate, will be announced and recorded by AEGCL at the opening. The Participants' representatives will be required to sign this record.

**3.15.0 Process to Be Confidential**

Information relating to the examination, clarification, evaluation and comparison of EOIs and recommendations for the award of a contract shall not be disclosed to Participants or any other persons not officially concerned with such process.

**3.16.0 Clarification of EOI Proposals and Contacting AEGCL**

To assist in the examination, evaluation and comparison of EOIs, AEGCL may, at its discretion, ask any Participants for clarification of its EOI. The request for clarification and the response shall be in writing, but no change in the price or substance of the EOI shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors detected by AEGCL in the evaluation of the EOIs.

**3.17.0 Correction of Errors**

- 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 EOI amount and the sum of total costs, the sum of the total costs shall prevail and the total EOI amount will be corrected.
- The decision of the AEGCL will be full and final in evaluating as above and the Participants will not have the right to object to it.

### **3.18.0 Evaluation and Comparison of EOI Proposals**

- a) AEGCL will evaluate and compare only the EOIs determined to be substantially responsive.
- b) The comparison shall be on all components and other services required under the contract with due corrections as per Clause.
- c) AEGCL will carry out a detailed evaluation of the EOIs in order to determine whether the Participants are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the EOI documents. In order to reach such a determination, AEGCL will examine the information supplied by the Participant and other requirements in the EOI documents
- d) **Participant submitting EOIs which deviate from the time schedule specified will be rejected.**
- e) AEGCL reserves the right to accept or reject any variation or deviation.

### **3.19.0 Employer's Right to Accept any EOI and to Reject any or all EOIs**

Notwithstanding Clause, AEGCL reserves the right to accept or reject any EOI, and to annul the EOI process and reject all EOIs, at any time prior to award of Contract, without assigning any reason and liability to the affected Participant.

### **3.20.0 Notification of Award**

AEGCL will notify the acceptance of successful participants and will invite the successful participants to entire into an agreement within 15 days from the date of declaration of the accepted list.

## **SECTION-3**

### **SPECIAL CONDITION OF CONTRACT**

#### **4.1.0 Introduction**

- a) This section "SCC" supplementary to the "General Condition of Supply & Erection of AEGCL". Whenever there is a conflict the provisions in this shall prevail.
- b) The General Condition of Supply & Erection of AEGCL is available in the official website of AEGCL. The Participants shall download the same from the AEGCL website ***www.aegcl.co.in***.

#### **4.2.0 Contractor to Inform Himself Fully**

- a) The contractor should admit that he has examined the general condition of contract, specifications and schedule and has satisfied as to all the conditions and circumstances affecting the contract prices 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. The employer shall not be responsible for any misunderstanding or incorrect information obtained by the Participants/contractor other than information given to the Participants/contractor in writing by the employer.

#### **4.3.0 Extension of Time**

- a) There will be no extension of time. The contractor will have no right to request for extension except under force majeure. Time is the essence of this contract



#### **4.4.0 Variations, Additions and Omissions**

- a) The contractor shall not modify any of the terms and conditions except as directed in writing by AEGCL.

#### **4.5.0 Terms of Payment**

The terms of payment for the works shall be as follows

- a) No advance payment shall be made in this contract.
- b) No claim for interest shall be entertained by AEGCL.
- c) No running bills shall be entertained till completion of the work.
- d) The price is firm and no price variation shall be applicable.
- e) 100% payment will be made on completion of the work as specified in the work order

#### **4.6.0 Liability for Accidents and Damage**

- a) The contractor shall indemnify the AEGCL against any loss, damage, and injury to any person or to any property and against any other liability or obligation and against all actions, suits, claims demands costs, charges and expenses arising in connection with such damage, injury, liability or obligation resulting from:-
- b) The negligence of the contractor and his workers, agents, subcontractors; and/or the lack of or inadequacy of safety devices under this contract.
- c) Any damages during loading, and unloading will be borne by the contractor/firm, if found by testing after unloading.

- 4.6.1 The contractor/firm shall have all the insurances for the workers/labourer as per applicable government norms

#### **4.7.0 Use of Materials Arranged by the employer**

- a) If any materials supplied by AEGCL are found to be missing, misused or wasted due to negligence by the contractor comes to the notice of the Corporation then the contractor shall be liable to pay compensation to the Corporation as may be decided by the Corporation.

#### **4.8.0 Penalty for Delayed Execution**

- a) In the event of delay in completing the work extending beyond the date of completion or beyond any extension, permitted by AEGCL, the contractor shall pay as agreed liquidated damage and not as a penalty a sum equal to 1% of the contract price under this contract for each week of delay or part thereof subject to a maximum of 10% of the contract price.
- b) AEGCL is at liberty to cancel the contract wholly or in part and to engage another party to execute the work in case of deficiency of the executor in adhering to time line or quality of work. Further the decision of the employer as regards to deficiency on above accounts will be final and will not be questioned by the executor (defaulting contractor). Nevertheless, the employer may intimate him about the deficiency in writing in the aftermath of disengaging the executing agency (defaulting contractor) if sought for by the work executing firm. In such event the executing agency will forfeit the security deposit.

#### **4.9.0 Settlement of the Dispute & Arbitration**

- a) Any dispute arising out of the contract will first be discussed and settled bilaterally between the AEGCL 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 Assam Electricity Grid Corporation Limited, 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 (M) District.

#### **4.10.0 Force Majeure**

Normally, force majeure shall cover only act of God, fire, war, riots and act of Government etc. Any constraints other than those specified above, will not constitute a force majeure condition. In view of other constraints beyond the control of the contractor, primarily due to statutory compulsion, extension of time may be considered on merit of individual case. In case of a force majeure condition, the contractor shall notify the purchaser in writing of such condition within 10 days from the beginning of such delay in writing for consideration and acceptance.

#### **4.11.0 PATENT RIGHTS AND ROYALTIES**

The contractor shall indemnify the purchaser against all claims actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India by the use of any equipment supplied by the contractor but such indemnity shall not cost any use of the equipment other than for the purposes indicated by or reasonably to be inferred from the specification.

#### **4.12.0 DEFENCE OF SUITS**

If any action in court is brought against AEGCL for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep AEGCL, from all losses, damages, expenses or decrees arising of such action.

#### **4.13.0 LIMITATION OF LIABILITIES**

As per AEGCL Norms.

#### **4.14.0 POWER TO VARY OR OMIT WORK**

No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as „variation“) under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by AEGCL in charge of the work, but he shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the AEGCL's in charge of the work thereof in writing and the owner's AEGCL in charge of the work shall decide forthwith whether or not, the same shall be carried out and if the owner confirm his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deduced from the Contract Price as the case may be. In the event of the owner requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

**4.15.0** In any case in which the Contractor has received instructions from the AEGCL's Engineer in charge of the work as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, shall in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than (14)days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the AEGCL's in charge of the work to that effect. But the AEGCL's in charge of the work shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the appropriate authority of AEGCL.

- 4.16.0 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, to the extent of any change in the price, before the Contractor proceeds with the change.
- 4.17.0 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of AEGCL's in charge of the work shall prevail.
- 4.18.0 Notwithstanding anything stated above in this clause, AEGCL's in charge of the work shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity in Section – III". The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents.
- 4.19.0 CHANGE OF QUANTITY**  
During the execution of the Contract, AEGCL reserves the right to increase or decrease the quantities of items of spares or any other extra involvement of work required for complete execution of work under the Contract but without any change in other terms & conditions. Quantity variation and additional work involvement may be there **as per actual and DGM (T&T Circle) will take the final decision in this regard as per report of inspection team** if necessary. The successful Participants should be agreeable to carry work in the range of the NIT / Agreement Quantity /Agreement value.
- 4.20.0 NO WAIVER OF RIGHTS**  
Neither the inspection by AEGCL nor any order by AEGCL for payment of money or any payment for or acceptance of, the whole or any part of the Works by the owner's Engineer in charge of the work, nor any extension of time, nor any possession taken by the owner's Engineer in charge of the work shall operate as a waiver of any provision of the Contract, or of any power herein reserved to AEGCL or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.
- 4.21.0 CERTIFICATE NOT TO AFFECT RIGHT OF AEGCL AND LIABILITY OF CONTRACTOR**  
No interim payment certificate of the owner's Engineer in charge of the work, nor any sum paid on account by AEGCL, nor any extension of time for execution of the Works granted by AEGCL shall affect or prejudice the rights of AEGCL against the Contractor or relieve the Contractor of his obligation for the due performance of the Contractor, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for AEGCL to pay for alterations, amendments, variations or additional works not ordered, in writing, by the owner's Engineer in charge of the work or discharge the liability of the Contractor for the payment of damages whether due, ascertained or certified or not or any sum against the payment of which he is bound to indemnify AEGCL, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of AEGCL against the Contractor.
- 4.22.0 Any other point not specifically mentioned will be as per General conditions of supply and erection 2009 of AEGCL for the whole tender**

#### SECTION – 4

#### **RATES, BOQ AND Others.**

##### **4.23.0 Evaluation Criteria and Method of Evaluation:**

- a. Screening of EOIs shall be carried out as per eligibility conditions mentioned in this document and based on verification of testimonials submitted.
- b. EOI will be evaluated for short listing inter alia based on their past experience of handling similar type of project, strength of their man power, financial strength of firm and presentation / proposal to the selection committee whose decision will be final.
- c. AEGCL will take up references and reserves the right to pay due heed to the Participant's performance elsewhere and any past experience from AEGCL

##### **4.24.0 Response:**

1. Participants must ensure that their EOI response is submitted as per the formats attached with this document. Special comments on the objectives and scope of the service projected in the enquiry may also be submitted along with the offer.

2. Application in sealed cover super scribed, as “EOI for Engagement of Empanelment at AEGCL for Review/Appraisal.”.

#### **4.25.0 Conflict of Interest:**

1. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Participants to inform AEGCL, detailing the conflict in writing as an attachment to this EOI.

2. AEGCL will be the final arbiter in cases of potential conflicts of interest. Failure to notify AEGCL of any potential conflict of interest will invalidate any verbal or written agreement.

3. A Conflict of Interest is where a person who is involved in the procurement has or may be perceived to have a personal interest in ensuring that a particular Participants is successful. Actual and potential conflicts of interest must be declared by a person involved in a EOI process.

#### **4.26.0 Condition under which EOI is issued:**

The EOI is not an offer and is issued with no commitment. AEGCL reserves the right to withdraw EOI and or vary any part thereof at any stage. AEGCL further reserves the right to disqualify any Participants, should it be so necessary at any stage.

#### **4.27.0 Last date of submission of EOI:**

**The last date of submission of EOI is (1400 hrs.) of 11/05/2022**

**EOI Opening Date & Time is (1500 hrs.) of 12/05/2022**

#### **4.28.0 TRANSFER OF THE TITLE**

a) This Transfer of Title of equipments / materials shall not be constructed to mean the acceptance and the consequent “Taking Over” of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until “Taking Over” and the fulfilment of guarantee provisions of this Contract.

b) This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled “Insurance” of this Section.

#### **4.29.0 COMMISSIONING ACTIVITY**

Participants will depute Engineers/Technicians for commissioning successfully. No Boarding and Lodging facility will be arranged by AEGCL for the deputed personnel for this work. “To and fro” travelling expenses for the deputed personnel will be borne by the Participants.

#### **5.0.0 PERFORMANCE GUARANTEE DEPOSIT RELEASE:**

Performance Guarantee Deposit can be made through a bank guarantee while concluding agreement as per the pro-forma of the owner and shall be released after successful covering guaranty period of the agreement.

#### **5.1.0 INSURANCE**

a) 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.

b) 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.

- c) In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the supplier shall replace free of cost missing / damaged / lost materials within 30 (thirty) days from the receipt of report thereof from the consignee(s) without waiting for settlement of their claims with their carriers / under-writers. Normally, such reports from the consignee(s) to the supplier shall be initiated within a period of 30 (thirty) days from the date of receipt of each consignment by him /them.
- d) If it is considered necessary that the damaged equipment either in part or in full to be sent back to the manufacturer's works for repair, the manufacturers/ suppliers will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Contractor.
- e) Unless, otherwise mutually agreed upon, in case of failure by the supplier to replenish /make good of the loss/damage /short supplied quantities, within the stipulated period, the purchaser reserves the right to forfeit the security deposit and/ or adjust any outstanding payment to the "Contractor" with the Purchaser or take any other appropriate action.
- f) All materials will be dispatched against clear door delivery basis unless otherwise agreed by the "Purchaser"

#### 5.2.0 **LIABILITY FOR ACCIDENTS AND DAMAGES**

Under the Contract, the Contractor shall be responsible for loss or damage to the equipment until the successful completion of commissioning as defined else-where in the EOI Documents.

#### 5.3.0 **DELAYS BY AEGCL OR HIS AUTHORISED AGENTS**

In case the Contractor's performance is delayed due to any act on the part of AEGCL or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent of such act on the part of AEGCL has caused delay in the Contractor's performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the AEGCL shall be final.

#### 5.4.0 **DEMURRAGE, WHARFAGE, ETC.**

All demurrage, wharf-age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

#### 5.5.0 **ADDRESS FOR COMMUNICATION**

All communication / correspondences shall be made with: -

**Deputy General Manager, UAT&T Circle**

**AEGCL, Garmur, Jorhat-07**

### **Section – 5**

## **EOI SUBMISSION SHEET, EOI FORMS AND SCHEDULES**

### **1 EOI Submission Sheet**

Name of Contract:(mention package and group specifically):-

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**16.0 FORMATS FOR SUBMISSION:**

**FORMAT – 1**

**APPLICANT'S EXPRESSION OF INTEREST**

To:

**Deputy General Manager,  
UA T&T Circle, AEGCL  
Garmur, Jorhat-07**

**Sub: Submission of Expression of Interest to Review/Appraisal for empanelment at AEGCL.**

Dear

In response to the Invitation for Expressions of Interest (EOI) published on xx.xx.xxxx for the above purpose, we would like to express interest to carry out the above proposed task. As instructed, we attach 2 sets of the following documents in separately sealed envelopes and one soft copy:

- a) **Applicant's Expression of Interest as per Format-1.**
- b) **Organizational Contact Details as per Format-2.**
- c) **Experience of the organization as per Format-3.**
- d) **Upto date GST Return.**
- e) **Financial strength of the company as per Format-5.**
- f) **Labour License (Valid).**
- g) **Electrical License/supervisory license above 33kV Voltage level in case of electrical work.**
- h) **Power of Attorney in favour of Authorized Signatory with long and short signatures of Authorized person.**
- i) **Contact Agreement in case of earlier empanelled party/contracting firm.**
- j) **ESIC( If available).**
- k) **Contractor License/Registration.**

Sincerely Yours,

Signature of the applicant

[Full name of applicant]

Stamp.....

Date:

Encl.: As above.

Note: This is to be furnished on the letter head of the organization.

**FORMAT – 2 S. No**

**Organizational Contact Details**

- |    |   |
|----|---|
| 1. | Name of Organization  |
| 2. | Main areas of business  |
| 3. | Type of Organization Firm/<br>Company/ partnership firm<br>registered under the Indian<br>Companies Act, 1956/ the<br>partnership Act, 1932 |
| 4. | Whether the firm has been<br>blacklisted by any Central Govt. /   |

- State Govt./PSU/ Govt. Bodies /  
Autonomous? If yes, details  
thereof.  
Address of registered office with  
telephone no. & fax
- 5.
6. Address of offices in  
i) National Capital Region of  
Delhi  
ii) All other State/UT's
7. Contact Person with telephone  
no. & e-mail ID

Form 2: Financial details for turnover (as per audited balance sheet) (in ` Lakhs)

(To be filled only by Market Research Agencies)

S. No.	Name of Organization	FY 2019-20 Turnover	FY 2020-21 Turnover	FY 2021-22 Turnover
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(Note: The above statement should be certified by a Chartered Accountant as below)  
Certified that the statement above reflects the true and correct statement of the turnover as per the audited books of accounts of the entity applying for empanelment.

NAME OF PACKAGE:

NAME OF FIRMS/CONTRACTORS/AGENCY: \_\_\_\_\_

To  
The DGM,

Sirs,

With reference to the notice Inviting Tender, I/We have gone through the tender documents issued to us. I/We have also gone through the general conditions of the contract of AEGCL. I/We here by confirm that I/We shall aEOIe by terms and conditions of General conditions of the contract including form of tender, Invitation to Tender, Articles of Agreement etc. I/We hereby declare that, I/We have visited, inspected and examined the site and its surroundings and well aware about the prevailing site conditions. I / we have satisfied ourselves



before submitting this tender; obtained information about the nature of work, facilities that may be required and obtained necessary information about working conditions, risk contingencies etc., which may influence this tender. We hereby offer to execute & maintain the work during the defect liability period in conformity with the tender conditions at the respective rates quoted by **us same as per rate of package -A/B/C**

I/We shall also comply to all applicable statutory requirements i.e. PF, ESI, labour license & insurance, etc. The quoted unit rates are firm and will not claim any extra during the execution of contract. The payment of bonus if any will also be attributed to me/us.

I/We also declare that the deposited registration fees amount as per the standard set by the AEGCL to execute the agreement and/start the work within reasonable time (to be determined by the engineer) after written acceptance of my/our Tender. I/we also accept that the AEGCL has right to cancel the contract agreement without any notice.

Status of the Firm (mark)

Proprietary/Partnership/Others (Specify)

Authority to Sign

a) Proprietor

b) Managing Partner

c) Power of Attorney holder

Names of partners

1)

2)

3)

Yours faithfully,

For M/s.

.....  
(Signature of Contractor)

Name:.....

Following Details are to be furnished by the Tenderer compulsorily (neat & legible) while submitting the Tender schedule