

ASSAM ELECTRICITY GRID CORPORATION LIMITED
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**TERMS, CONDITIONS AND TECHNICAL SPECIFICATIONS OF CONTRACT
WITH ITEM RATE SCHEDULE**

NIT No:-AEGCL/DGM/MIRZA/T&T/Tech-12/2022/8; Dated:25/06/2022

**Bidding Document
For**

Procurement of T&P materials for line maintenance at 400kV Kukurmara GSS

**DEPUTY GENERAL MANAGER
MIRZA T&T CIRCLE
AEGCL, MIRZA**

**Tender Fee:- ₹500/-
EMD :- ₹6,000/-
DD/BC/FD/BG in favour of AEGCL payable at Guwahati.**

For and on behalf of the Managing Director, Assam Electricity Grid Corporation Limited (AEGCL), the Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza-781125 invites tender from eligible firms/companies/contractors for the above work. A single stage two envelope procedure (Techno-Commercial and Price Bid) will be adopted for this tender.

1.0 INFORMATION TO BIDDER:

1. NAME OF WORK:- A) Procurement of T&P materials for line maintenance at 400kV Kukurmara GSS
2. LOCATION OF WORK:- O/o the Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza 781125
3. TENDER ADDRESS:- O/o the Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza 781125
4. BID SECURITY: Rs. 6,000/-
5. TIME OF COMPLETION: 60 days from the issue of work order

2.0 BIDDING PROCEDURE:-

- a) All tenders shall have to be submitted in prescribed forms attached herewith eventually to be drawn up in the rules of AEGCL.
- b) Two different envelopes to be used as follows.
Envelope-1: Bid document signed by bidder on all pages, Earnest Money, Techno-commercial data of the Bidder and other necessary documents must be enclosed.
Envelope-2: Price Bid
- c) All tenders shall have to be submitted under sealed & signed covers super-scribing the Tender Notice No and name of the work completely and clearly on the top of the cover.
- d) All tenders shall have to be submitted on or before the last date and time of submission of tenders either by post or in person.
- e) If Bidders desire to submit their Bid by post, at their own expenses, it should be posted well in advance so as to ensure that their tenders reach the office of the tendering address on or before the specified date and time of submission of tender. AEGCL will not take any responsibility for loss, damage, tempering or delay of tenders sent by post.
- f) Bidder submitting Bid in person should submit their Bid in the tender box during the working hours on the last date and time of submission of tender.
- g) Tender will be rejected if submitted beyond the aforesaid time and date.
- h) Tenders or their authorized representatives may remain present during the opening of the tenders.
- i) Only Price Bid of responsive Techno-Commercial Bidders will be opened.
- j) AEGCL has the right to cancel the tender at any moment, without assigning any reason thereof. Bidder will not be entitled to claim any expenses and AEGCL will not be responsible for any costs or expenses incurred on the preparation and submission of the Bids.
- k) Bidders may obtain further information from the office of the Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza-781125 For the purpose of preparation of their bid.

3.0 Key Dates:

| | | |
|-----------------------|---------------|------------|
| Tender Start Date | 12.00 Hrs. of | 27/06/2022 |
| Submission Start Date | 13.00 Hrs. of | 27/06/2022 |
| Tender End Date | 12.00 Hrs. of | 18/07/2022 |
| Tender Opening Date | 13.00 Hrs. of | 18/07/2022 |

4.0 Validity of Bids

4.1. Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by AEGCL. In exceptional circumstances, prior to the expiration of the bid validity period, AEGCL may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security shall also be extended for a corresponding period. Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

5.0 Bid Security:

- 5.1. All bids must be accompanied by a bid security amounting to ₹ 6,000.00 only in the form of Call Deposit/Demand Draft/Banker Cheque from any Nationalised Bank payable at Guwahati in favour of the AEGCL.
- 5.2. Scanned copy of the bid security must be submitted with the Technical Proposal. However, the original EMD document must be submitted in the O/o the Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza 781125 one hour before opening of the bid. Bid security shall have to be valid for 90 days beyond the validity of Bid.
- 5.3. The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 5.4. The bid security of unsuccessful Bidders shall be returned as promptly as possible after the successful bidder has been allotted the work.
- 5.5. The bid security may be forfeited:
 - a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder.
 - b) If the successful Bidder fails to sign the Contract agreement within 10 (ten) days from issue of the letter of intent/detailed orders and furnishing performance security.

5.6. The Bid Security of a JV shall be in the name of the JV that submits the bid.

6.0 Eligible Bidders

6.1. A Bidder may be a private entity or a government-owned entity or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium, or association (JV). In the case of a JV:

a) all partners shall be jointly and severally liable, and

6.2. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

6.3. A Bidder, and all partners constituting the Bidder, shall have Indian nationality. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of Republic Of India. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

6.4. AEGCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Anticorruption Policy of Government of India and Government Of Assam. In pursuance Anticorruption Policy's requirement that Employer as well as bidders, suppliers, and contractors observe the highest standard of ethics. AEGCL will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process.

Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) they have controlling partners in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.

6.5. 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.

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

7.0 The Bidder must have experience of executing work of similar nature previously. The bidder must submit experience and completion certificate for scrutiny by AEGCL.

7.1 A person, Firm or any other prospective bidder who is involved in fraud, unethical practices or barred from submitting bids by AEGCL or any sister concerns of AEGCL i.e. APDCL & APGCL will not be allowed to participate in the bids. If such cases are detected after submission of the bids, in later stages of the bidding process, then such bids will be rejected outright.

8.0 Financial Capability:

8.1. Bidder will require to submit along with the bid the audited balance sheets, IT return and other legal financial statements acceptable to AEGCL, for the last 3 (three) years to demonstrate the current soundness of the Bidders financial position and its prospective long term profitability. As a minimum, an Applicant's net worth calculated as the difference between total assets and total liabilities should be positive.

8.2. *Average Annual Turnover.* Minimum average annual turnover required are as follows and will be calculated as total certified payments received for contracts in progress or completed within the last 3 (Three) Years.

(a) INR 1,50,000.00

9.0 Experience:

9.1. The Bidder should have successfully completed at least 2(two) similar works within last 2 (two) financial years costing not less than the amount equal to 50% of the estimated cost. Documentary evidence such as work order and completion certificate must be submitted.

9.2. The bidders who have already been awarded works from this end but not completed in time and also applied for time extension for several times, they are not eligible for participating in this tender process.

9.3. a. List of contracts for similar Works and services executed in the past two years with copies of LoAs and execution

status of each contract supported by client's certificate.

b. Audited Annual Accounts certified by CA of the company for the last three (3) years (in case of companies) or IT Return duly acknowledged by the tax department for the last three (3) years (in case of bidders other than companies)

c. Copies of Professional Tax Clearance Certificate, PAN and/or TAN Card, Registration Certificate (Form GST REG - 06) Issued under Goods and Services Tax Laws.

9.4. Mandatory Submission, failing of any may led to rejection of BID.

1. CERTIFICATES GST TAX REGISTRATION CERTIFICATE, PAN, LATEST IT ACKNOWLEDGEMENT, WORK ORDER OF SIMILAR NATURE.

10.0 Evaluation Criteria:

10.1. Techno-Commercial Evaluation will be done on the basis of Work experience and Financial Capability submitted by the bidder.

10.2. Price Bid of only Responsive Techno-Commercial Bidders will be opened.

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

11.0 Clarification

11.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the AEGCL in writing at the AEGCL's address indicated in the BDS or raise his enquiries prior to 3 (three) days of closing of the bid. The Employer will respond to any request for clarification, provided that such request is received no later than three (3) days prior to the deadline for submission of bids. The AEGCL's response shall be in writing with copies to all Bidders who have acquired the Bidding Document including a description of the inquiry but without identifying its source. Should AEGCL deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so.

11.2. The Bidder is advised to visit and examine the site where the work is to be Carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the site shall be at the Bidder's own expense.

11.3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

12.0 Amendment of Bidding Document

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

12.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from AEGCL.

12.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, AEGCL may, at its discretion, extend the deadline for the submission of bids.

13.0 Preparation of Bids By The Bidders:

13.1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and AEGCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

13.2. Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and AEGCL, shall be written in the English and / or Assamese language.

13.3. Bid Prices and Discounts

13.3.1. Bidders shall quote price inclusive of GST and all other applicable taxes. No extra calculation for discounts or other taxes will be done during evaluation.

13.3.2. Unless otherwise specified in the Bid Document and/or AEGCL's Requirements, bidders shall quote for the entire plant and services on a –single responsibility basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the including procurement and subcontracting (if any), delivery, construction, installation and completion of the Work. This includes all requirements under the Contractor's responsibilities for

completing the work and where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

13.3.3. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.

13.3.4. GST, Royalty and all other taxes (as applicable) payable on the work should be shown separately.

13.3.5. Since the work is being "work contract" which is one and individual and which involves no separate contract for the sale of materials, the contractor shall have not be entitled to get any VAT and or any other taxes, levies reimbursed from the AEGCL for the supply of the materials.

13.3.6. Taxes like work contract, income tax etc. which need to be deducted at source as per the prevailing law of the land, will be deducted at source.

13.3.7. The prices shall be **FIXED & FIRM**.

The Bided Price should on Fixed Price basis, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

13.3.8 Bid Evaluation Process:

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.

Additional Performance Security in case of acceptance of ALB:

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.

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.

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.

14.0 Payment Terms:

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

15.0 Performance Security Deposit:

Further, Performance Guarantee of 10% of total contract value for of the project in the form of Bank Guarantee (BG) from a nationalized or scheduled Bank of RBI for a period of 60 (sixty) months from the date of supply is to be submitted with acceptance of LOI and before signing of the Contract Agreement. Moreover, before one month (i.e. 30 days) of expiry of the BG, renewal is to be done by the contractor if required, otherwise revocation would be done by AEGCL within claim period. BG is to be submitted strictly as per prescribed format of the AEGCL. BG should remain valid up to 60 (sixty) days beyond warranty/ Performance Guarantee Period. Duly pledged in favour of the MD AEGCL, and such security deposit shall be valid up to 30 days beyond the warranty period of 12 (twelve) months.

Please note that, if the selected Bidder / Firm fails to furnish the requisite performance security as stated above and sign the contract within the stipulated period, LOI/work order issued in favour of the Bidder/ Firm will automatically be Null & void.

15.1. If the bidder / firm fails or neglects to observe and perform any of his obligations under the contract, Purchaser (AEGCL) shall have the right to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the Contractor/Firm.

15.2. No interest shall be payable on such deposits.

16.0 Retention Money:

16.1. In addition to above performance security deposit, 10% value of each progressive bill will be retained by the Engineer/Purchaser as Retention Money. The amount will be held by the Purchaser (AEGCL) till the work under the contract is completed and the completion certificate is issued in pursuance to clause 25.0 of AEGCL's General Conditions of Supply and Erection 2009.

16.2. If the Firm/Bidder fails or neglects to observe and perform any of his obligations under the contract, the Purchaser (AEGCL) shall have the right to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier/contractor.

16.3. No interest shall be payable on such deposit.

17.0 Force Majeure Condition:

Force Majeure condition shall be considered as any circumstances beyond reasonable control of the party claiming relief, including but not limited to strikes, lockout, civil commotion, riot insurrection, hostilities, mobilization, war, fire, flood, earthquake, malicious damage or accidents could entitle contractor to extension time. Any such delay should intimated within 10 (ten) days from the beginning of such delay to consider/approved, any claim without prior information may not be considered under force Majeure.

18.0 Settlement of Dispute and Arbitration:

Any dispute arising out of the contract will be first settled bilaterally between AEGCL and Contractor. In case, dispute cannot be settled bilaterally, it will be referred to arbitration to be by an arbitrator appointed by AEGCL. The contractor shall not stop the work during settlement of any dispute. All disputes shall be subjected to the jurisdiction of District Court of Kamrup District.

19.0 **Scope of Work:** The scope of work under this contract consists of providing of all labours, materials, scaffolding, equipment and plants and transportation of all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work. The scope of work covered by this specification is primarily complete civil works.

31.6 Plea of Custom:

(a) The plea of "Custom" prevailing will not on any account be permitted as an excuse for infringement of any of the conditions of contract or specifications.

(b) The contract shall not be vitiated by any inadvertent omissions of any kind in the surveys, information, specifications, drawings or schedule of quantities.

20.0 Final Acceptance and Taking Over:

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

33.0 Performance Guarantee / Defect Liability Period:

The materials and entire construction/work is to be guaranteed against defective design, materials and workmanship and for satisfactory performance for a period of 365 days from the date of final acceptance of the completed work.

34.0 **Right to Reject:** The AEGCL reserves the right to reject any or all the bids without assigning any reason thereof and the AEGCL further reserves the right to split up the work order in favour of more than one Contractor. The AEGCL also reserves the right to reject the lowest or any other price without assigning any reason. The clauses which are not appearing in this document (bid) will be as per The General Condition of Supply and Erection 2009 of AEGCL. The General Condition of Supply and Erection 2009 of AEGCL is available in the AEGCL's website www.aegcl.co.in under Acts, Rules and Policies.

Appendix-1

COVERING LETTER (ON THE BIDDERS LETTER HEAD)

To,

The Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza

Sub: Submission of Tender.

Ref:-

1. NIT No:-
2. Name of work:-
- 3.

Sir,

Having examined the terms & conditions, technical specifications, detailed items of work etc. as well as acquainting myself/ourselves with site of work , surroundings to get the required materials etc. I am/we are to submit herewith my/our tender for the above mentioned work. My/our rates are quoted as per the specification laid down in the schedule of items of work.

We clearly understand that all materials, tools and plants, machineries, labours, testing of material, storage haulage etc. required in the work shall have to be arranged by me/us from my/our own resources in the events of allotment of the work to me/us.

We also clearly understand that in the event of acceptance/approved of my/our tender, the work shall have to be executed strictly as per specifications and the same shall have to be completed in all respects within the stipulated time failing which I, am/we are liable to be penalized as per rules laid down in tender document as well as agreement thereof.

**Appendix-2
PROFILE OF THE BIDDER**

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

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