

ASSAM ELECTRICITY GRID CORPORATION LIMITED

Regd. Office: 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati – 781001

CIN: U40101AS2003SGC007238

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BID IDENTIFICATION NO: AEGCL/DGM/LAC/TT/TLS-69/2022/650; Dated: 26/09/2022

Bidding Document
For

Construction of GI steel tubular pole foundation and supply of GI steel tubular pole and all required materials for necessary erection of shield wire at 33kV tubular bus at 132kV Kahilipara GSS, AEGCL.

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

SECTION - 1
INSTRUCTION TO BIDDER

1.1.0 SCOPE OF BID :-

1.1.1. The **Deputy General Manager, Lower Assam T&T Circle, AEGCL** on behalf of **Assam Electricity Grid Corporation Ltd**, herein after referred to as **AEGCL** or Purchaser invites sealed tenders in prescribed form, from reputed firms/ contractors with sound technical and financial capabilities for the following work. A single stage two envelope procedure (**Techno-Commercial and Price Bid**) will be adopted for this tender.

- a) **NAME OF WORK :- Construction of GI steel tubular pole foundation and supply of GI steel tubular pole and all required materials for necessary erection of shield wire at 33kV tubular bus at 132kV Kahilipara GSS, AEGCL.**
- b) **ESTIMATED VALUE FOR THE WORK :- Rs. 6,95,232.00 (Rupees Six Lakh Ninety Five Thousand Two Hundred and Thirty Two) only including taxes.**
- c) **Fund: O&M HQ LAR Fund for FY 2022-23**
- d) **Key Dates: Refer to NIT.**
- e) **Bidding address :-**
O/o The Deputy General Manager
Lower Assam, T&T Circle, AEGCL,
Narengi, Guwahati-26

[e-mail: dgmtdc.guwahati@aegcl.co.in]
- f) Interested bidders may obtain further information from the office of the Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati - 781026, Assam.
- g) **Cost of Bidding :-** The bidder shall bear all costs associated with the preparation and submission of its bid and AEGCL will in no case be responsible or liable for those costs. **The cost of the tender paper is Rs. 1000/- (Rupees One Thousand) only to be pledged in favour of "AEGCL, Guwahati" (in the form of A/C payee DD/Bankers Cheque).**

1.2.0 BIDDING PROCEDURE:-

Two envelope bidding procedure will be adopted. Bidders are to submit two sealed envelopes simultaneously, one containing the technical & Commercial proposal, Part-I (Technical & Commercial Bid) and the other containing the price proposal Part-II (Price Bid), enclosed together in one sealed envelope. Initially, only the Part-I bids shall be opened. Part-I proposals submitted by bidders, which do not conform to the specified requirement, may be rejected as deficient bids. The Part-II (Price Bid) proposals of technically qualified bidders will be opened at a date and time, which will be informed to all the qualified bidders of Part-I.

1.3.0 SCOPE OF WORK :-

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

- i. Design, manufacture, testing at manufacturer's works, supply and delivery of GI steel tubular pole 410 SP-80 and all required materials for necessary erection of shield wire at tubular bus at 132 kV EHV GSS, AEGCL, Kahilipara (as per BOQ).
- ii. Construction of tubular pole foundation i.e. providing concrete base for erection of steel tubular pole 410 SP-80 at switchyard of 132 kV EHV GSS, AEGCL, Kahilipara (as per BOQ).
- iii. Erection, testing and commissioning of shield wire at tubular bus at 132 kV EHV GSS, AEGCL, Kahilipara (as per BOQ).

1.3.2 The Bill of Quantities for indicative purposes is furnished in Price Schedules.

1.3.3 No modifications/additions/ deletions shall be made by the bidder to the items and quantities given in these schedules.

1.3.4 The successful bidder will be expected to complete the works within **2 months from the date of site handover.**

1.4.0 ELIGIBILITY CRITERIA OF THE BIDDER:

- 1.4.1 A Bidder may be a private entity or a government-owned entity. However no Joint Venture Bid shall be allowed.
- 1.4.2 A Bidder shall have Indian nationality. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of Republic Of India.
- 1.4.3 AEGCL considers a **conflict of interest** to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Anticorruption Policy of Government of India and Government Of Assam. In pursuance Anticorruption Policy's requirement that Employer as well as bidders, suppliers, and contractors observe the highest standard of ethics. AEGCL will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process.
- 1.4.4 A firm that is under a declaration of ineligibility by the AEGCL or any Government Entity or PSU at the date of the deadline for bid submission or thereafter i.e. on or before contract signing date shall be disqualified. Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.

1.5.0 FINANCIAL CAPABILITY

- 1.5.1 Bidder will require to submit along with the bid the audited balance sheets and other legal financial statements acceptable to AEGCL, for the last 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. Wherever necessary the Employer may make enquiries with Bidder's bankers.
- 1.5.2 Average Annual Turnover : Minimum average annual turnover INR 2,08,570.00 calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) Years.
- 1.5.3 Financial Resources: Bidder need to demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:
- (1) the cash-flow requirement of atleast 70% of the work value and
 - (2) the overall cash flow requirements for this contract and its current works commitment.
- 1.5.4 Bidder must keep GST liabilities up to date and non-payment of GST liabilities and non-filing of relevant GST return more than 3 (three) months shall be reckoned as GST defaulter and this may be considered a cause for disqualification of a bidder and the bid may be rejected.

1.6.0 EXPERIENCE:

- 1.6.1 The Bidder should have successfully carried out dismantling and erection work of transmission lines to connect to EHV substation operating at 132 KV or above.
- 1.6.2 Experience having successfully completed similar works during last 5 years ending last day of the month previous to the one in which applications are invited should be either of the following:
- (a) Three (3) similar completed works costing not less than 40% of total estimated cost.
 - (b) Two (2) similar completed works costing not less than 50% of total estimated cost.
 - (c) One (1) similar completed works costing not less than 80% of total estimated cost.
- 1.6.3 The Bidder must have experience of executing work of similar nature previously in AEGCL or any Govt. organization/PSU. The bidder must submit experience and completion certificate for scrutiny by AEGCL. Each of such project/ works should consist of completion certificate.

1.7.0 LITIGATION HISTORY

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

1.8.0 DOCUMENTS COMPRISING THE BID

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

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

- a) Bid Submission Sheet
- b) Documentary evidence to establish that the Bidder meet the qualifying requirements in accordance with Clause 1.5.0.
- c) Documents to be furnished as per Clause 1.9.3
- d) The Bid Guarantee (Bid Security) in accordance with Clause 1.20.0& its sub clauses of this Section.
- e) All Bidding Schedules properly filled up including Price Bid Schedules.
- f) All other information and documents such as Guaranteed and Technical Particulars, type test reports, drawings, technical leaflets etc, as required in the Technical Specification
- g) The bidder should have assured access to supply of fabricated steel structures and shall demonstrate that he or his supplier has capable of, manufacture & supply of such material. Bidders are required to demonstrate that based on known commitments the materials will be available for use in the proposed contract.

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

- a) *Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.*
- b) *Copies of valid Electrical License/ Electrical Supervisor's Licence for all electrical works above 33kV issued by competent authority in the State of Assam*
- c) *Copies of Labour License issued by competent authority in the State of Assam or in the State where the bidder's business is registered.*
- d) *Copies of PAN, GST Registration Certificate as per Goods & Services Tax laws.*
- e) *Total monetary value of similar work performed by the bidder in each of the last three years.*
- f) *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 in AEGCL or any other Govt. entity/PSU who may be contacted for further information on those contracts.*
- g) *Reports on the financial standing of the Bidder, such as profit and loss statements and audited annual accounts certified by CA of the company for the last three years including IT return duly acknowledged by the tax department for the last three years.*
- h) *Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources).*
- i) *Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.*
- h) *Bidder may be manufacturer of the offered products or a firm/company having authorisation from a manufacturer. In case the bidder is not a manufacturer of the offered products, bidder must submit manufacturer's authorisation using for that purpose Form-MA provided in Section-3 Bidding forms*

1.8.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

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

1.9.0 SITE VISIT

The interested bidders are advised to visit any grid substation of AEGCL and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. The costs of visiting the Site shall be at the bidder's own expense.

1.10.0 CLARIFICATION ON BIDDING DOCUMENTS :-

1.10.1 A prospective bidder requiring any clarification of the bidding documents may notify AEGCL in writing at the following address-
Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati-26. AEGCL will respond to any request for clarification which it receives earlier than 7 (**seven**) days prior to the deadline for submission of bids.

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

1.11.0 AMENDMENT OF BIDDING DOCUMENTS

1.11.1 At any time prior to the deadline for submission of bids, the AEGCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.

1.11.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to AEGCL.

1.12.0 LANGUAGE OF BID

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

1.13.0 BID FORM AND PRICE SCHEDULES

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

1.14.0 BID PRICES

1.14.1 Bidders shall give a breakdown of the prices in the manner and detail called for in the **Schedules of Prices**.

1.14.2 In the Schedules, Bidders shall give the required details and a breakdown of their prices, including all taxes, duties, levies, and charges payable as of twenty eight (28) days prior to the deadline for submission of bids, as follows:

(a) Plant and equipment (**Schedules of Prices**) shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-shelf, as applicable). All taxes and duties taxes as applicable and freight and insurance shall be indicated separately.

1.14.3 Price Adjustment: Prices quoted by the Bidder shall be FIRM during performance of the contract. Duties and Taxes shall be adjusted, except there is variation due to changes in legislation of the Country.

1.15.0 INSURANCE

The Bidder shall insure the Works/Materials (in transit and at the site) in accordance with the requirements of General Conditions of Contract. The Bidder shall provide details of the policies that he intends to take out as part of his Bid submission. **The bid price shall include all costs in pursuance of fulfilling insurance liabilities under the contract.**

1.16.0 BID VALIDITY

1.16.1 Bids shall remain valid for a period of **180 (One Eighty)** days after the date of opening of Technical Bids.

1.16.2 In exceptional circumstances, prior to expiry of the original bid validity period, AEGCL may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 1.19.0 in all respects.

1.17.0 BID SECURITY (EARNEST MONEY)

1.17.1 **The Bidder shall furnish, as part of its bid with the Technical Proposal, a bid security in the amount of Rs.13,900.00 (Rupees Thirteen Thousand and Nine Hundred) only.**

1.17.2 For participation in the bidding procedure, participants must compulsorily pay the Bid Security / Earnest Money Deposit in the form of DD/Fixed Deposit/bank Guarantee/Banker's Cheque in favour of AEGCL, Guwahati. The bid security shall remain valid for 30 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested.

1.17.3 Any bid not accompanied by an acceptable bid security shall be rejected as non-responsive.

1.17.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, against written request from the unsuccessful bidders.

- 1.17.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.
- 1.17.6 The bid security may be forfeited
- (a) if the bidder withdraws its bid, except as provided in Sub-Clause 1.24.1;
 - (b) if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 1.24. or
 - (c) in the case of a successful bidder, if it fails within the specified time limit to
 - (i) sign the Contract Agreement,
 - (ii) furnish the required performance security.
- 1.17.7 No interest shall be payable by AEGCL on the above bid guarantee.

1.18.0 ALTERNATIVE PROPOSALS BY BIDDERS

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

1.19.0 FORMAT AND SIGNING OF BID

- 1.19.1 The bidder shall prepare one original and two copies of the bid proposal, clearly marking each one as: "ORIGINAL- BID PROPOSAL, etc as appropriate. In the event of discrepancy between the original and any copy, the original shall prevail.
- 1.19.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 1.19.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by AEGCL, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 1.19.4 The Bidders must submit the Bid Guarantee in separate sealed envelope, super-scribed as under:
"BID GUARANTEE (Name of the Package)"
- 1.19.5 The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 1.19.6 Bids by Corporation / Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company in the matter.
- 1.19.7 A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal will be rejected.
- 1.19.8 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 1.19.9 The Bidder's name stated on the proposal shall be exact legal name of the firm
- 1.19.10 Bids not conforming to the above requirements of signing may be disqualified.
- 1.19.11 If the outer envelope is not sealed and not marked as above, AEGCL will assume no responsibility for the misplacement or premature opening of the bid.
- 1.19.12 The Bid must be accompanied with requisite BID SECURITY in a separate sealed cover.
- 1.19.13 The Bidders have the option of sending the Bids by post/courier or in person. Bids submitted by Telex/ Telegram/Fax will not be accepted. No request from any Bidder to AEGCL to collect the proposal from Airlines/Cargo Agents etc shall be entertained by AEGCL.
- #### **1.20.0 DEADLINE FOR SUBMISSION OF BIDS**
- 1.20.1 Bids must be received by AEGCL at the address specified above no later than refer to NIT.
- 1.20.2 AEGCL may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 1.13.0, in which case all rights and obligations of AEGCL and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.

1.21.0 LATE BIDS

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

1.22.0 WITHDRAWAL OF BIDS

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

1.23.0 OPENING OF BIDS

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

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

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

1.24.0 PROCESS TO BE CONFIDENTIAL

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

1.25.0 PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

1.26.0 CLARIFICATION OF BID PROPOSALS AND CONTACTING AEGCL

- 1.26.1 To assist in the examination, evaluation and comparison of Bids, AEGCL may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by mail, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by AEGCL in the evaluation of the bids in accordance with Clause 1.28.0.
- 1.26.2 Subject to Sub-Clause 1.28.1, no bidder shall contact AEGCL on any matter relating to its bid from the time of opening Bids to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of AEGCL, it should do so in writing.

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

1.27.0 CORRECTION OF ERRORS

1.27.1 Price Proposals determined to be substantially responsive will be checked by AEGCL for any arithmetic errors. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of AEGCL there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

1.27.2 The amount stated in the Form of Bid for Price Proposal will be adjusted by AEGCL in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 1.19.6 (b).

1.28.0 EVALUATION AND COMPARISON OF BID PROPOSALS

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

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

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

(a) Qualification

(i) the determination will take into account the Bidder's financial and technical capabilities and past performance; it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 1.5.0 as well as such other information as AEGCL deems necessary and appropriate; and

(ii) an affirmative determination will be a prerequisite for AEGCL to continue with the evaluation of the proposal; a negative determination will result in rejection of the Bidder's bid.

(b) Technical

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

(c) Commercial

(i) Deviations and omissions from the contractual and commercial conditions as identified in the Bid.

(ii) compliance with the time schedule called for in the Bidding Document and evidenced as needed in a milestone schedule provided in the bid; and

(iii) the functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment.

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

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

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

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

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

Bids with material deviations and omissions shall be rejected.

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

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

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

The following methodology will be practiced for identification and treatment of the Abnormally Low Bids (ALB) in this tender process of AEGCL:

(a) Identification:

For the identification of the Abnormally Low Bids, two approaches as applicable shall be adopted:

- i. **Absolute Approach** when there is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is abnormally low.
- ii. **Relative Approach** is a statical 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, AIB, ADB etc.
- iii. Decide whether to accept or reject the tender.

(c) Additional Performance Security in case of acceptance of ALB:

- i. If any abnormally low bid is accepted under point no. (b) (iii), after taking of additional performance security as per the assessment of the committee, however the total performance security should not have to exceed 20% of the total contract value.
- ii. The additional performance security shall be treated as part of the original performance security and shall be valid for a period coextensive with the applicable defect liability period of the contract.
- iii. Non submission of the additional performance security shall constitute sufficient ground to rejection of the bid and similar assessment shall be initiated for the next ranked bidder identified as ALB.

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

1.29.0 AWARD

1.29.1 Subject to Clause 1.25.0, AEGCL will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents provided that such bidder has been determined to be qualified in accordance with the provisions of Clause 1.30.0

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

1.30.1 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.

1.31.0 NOTIFICATION OF AWARD

1.31.1 Prior to expiration of the period of bid validity prescribed by AEGCL, AEGCL will notify the successful bidder by fax, confirmed by letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of

Acceptance") shall name the sum which AEGCL will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

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

1.32.0 PERFORMANCE SECURITY

1.32.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a Nationalized Bank, in the form attached with the Bidding Document (Section –5) in favour of the AEGCL. The guarantee amount shall be equal to ten percent (10%) of the Contract Price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 90 (ninety) days after the end of Warranty Period.

1.32.2 In case the bidder fails to submit the Performance Security in the form of Bank Guarantee, an amount equivalent to 10% of the Contract Price shall be retained as Security Deposits which shall be retained up to 90 (ninety) days after the end of Warranty Period

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

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

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

1.33.0 RETENTION MONEY:

1.33.1 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.

1.33.2 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.

1.33.3 No interest shall be payable on such deposit

1.34.0 EXTENSION OF TIME

If the completion of the work is delayed due to reason beyond the control of the contractor, the contractor should without delay give notice to AEGCL within 7 (seven) days in writing of his claim for an extension of time. The AEGCL may extend the completion date as may be reasonable but without prejudice to other terms and conditions of the contract.

1.35.0 VARIATIONS, ADDITIONS AND OMISSIONS

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

1.35.2 The AEGCL shall have the right during the contract to amend, alter, omit or otherwise vary any of the items by notice in writings. The contractor shall carry out such variations although the said variations shall not exceed 15% of the contract price except with written consent of the purchaser. The amount of such variations shall be determined in accordance with rates specified in the contract and where such rates are not available this will be mutually agreed between the purchaser and the contractor.

1.36.0 PRICE BASIS

Prices are to be FIRM. Supply rate should include prevailing rate of GST and freight and insurance charges. Whereas erection rate should include prevailing rate of works contract tax, service charges. Break up of taxes item wise should be shown separately. Prevailing rate of all taxes & duties should be mentioned. Road permit for supply items shall be arranged by the Contractor.

1.37.0 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.

1.38.0 TERMS OF PAYMENT

- 1.38.1 No advance/Mobilization advance shall be made in this contract.
- 1.38.2 No claim for interest shall be entertained by AEGCL in respect of any money or balance which may be in AEGCL's hands owing to any dispute or difference or misunderstanding between the contractor and the AEGCL or due to the reasons beyond the reasonable control of AEGCL.
- 1.38.3 The terms of payment for supply and erection items shall be as follows :-
- (A) **Supply:-**
- 1) Within 60 (sixty) days from the date of submission of the invoice against supply , not more than 80 % (eighty percent) payment of the total supply invoice value would be made on receipt and acceptance of materials at site in full and in good condition and as per terms and conditions of supply stipulated in the tender document and Purchase Order.
 - 2) Maximum 2 nos. of progressive supply invoices would be entertained.
 - 3) Remaining 20% retention amount would be released subject to fulfillment of the following conditions:
 - a) 50% of balance supply amount would be paid on completion of 50% of the total erection works.
 - b) Remaining 50% of the balance supply amount would be paid on completion of 100% erection, testing and commissioning activities of the said work, which should be certified by the Project Manager.
- (B) **Erection:-**
- 1) Within 60 (sixty) days from the date of submission of the invoice against foundation, erection and civil works, not more than 80 % (eighty percent) payment of the total verified invoice would be made. However, GST amount on invoice would be paid 100% or as per Govt. rules.
 - 2) Maximum 2 nos. of progressive supply invoices would be entertained.
 - 3) Remaining 20% of the erection value would be paid on completion of 100% erection, testing and commissioning activities of the project, which should be certified by the project manager.
- 1.38.4 Payment is subject to availability of specific fund.
- 1.38.5 The quantities may vary as per site requirements. Actual work done quantities will be measured after completion of work and will be paid as per certification by Engineer-in-charge.
- 1.38.6 TDS at actual will be deducted from the payable amount against each invoice/bill.
- 1.38.7 The Bidder / Firm will have to be submitted the following Net Banking details.
- a) Banker's Name & Branch
 - b) Account No
 - c) Banker's address
 - d) Banker's IFSC Code
 - e) Banker's RTGS Code

1.39.0 WARRANTY

- 1.39.1 The term period of warranty shall mean the period of 18 months from the date of Taking Over of the Work by AEGCL. A Taking over Certificate (TOC) will be issued by the appropriate authority.

1.40.0 LIABILITY FOR ACCIDENTS AND DAMAGE

- 1.40.1 The contractor shall indemnify the company (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:-
- (a). the negligence of the contractor and his workers, agents, subcontractors; and/or
 - (b). the lack of or inadequacy of safety devices on equipment supplied under this contract.

1.41.0 USE OF MATERIALS ARRANGED BY THE BOARD

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

1.42.0 PENALTY FOR DELAYED EXECUTION

In the event of delay in completing the work extending beyond the date of completion or beyond the extended date, if any, permitted by the Board, the contractor shall pay as agreed liquidated damage and not as a penalty a sum equal to 1% of the contract price under this contract for each week of delay or part thereof subject to a maximum of 10% of the contract price.

1.43.0 SETTLEMENT OF THE DISPUTE & ARBITRATION

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

1.44.0 FORCE MAJEURE

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

1.45.0 CORRUPT OR FRAUDULENT PRACTICES

1.45.1 It is required that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of the contracts. In Pursuance of this Clause AEGCL;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by AEGCL if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

**SECTION -2
PURCHASER'S REQUIREMENTS**

2.1.0 SCOPE

- 2.1.1 This section covers the construction of GI steel tubular pole foundation and erection of shield wire at 33kV tubular bus at 132/33kV Kahilipara GSS as per approved drawing of the Employer including the supply of GI steel tubular pole 410 SP-80 (16 mtr) and all required materials including complete erection, testing & commissioning to the satisfaction of the Employer till the time of taking over of the transmission lines.
- 2.1.2 The arrangement of all materials and services including construction and testing equipment to complete the works in all respects described in the specification, shall be under the scope of the Contractor unless otherwise specifically mentioned elsewhere in the bidding document.

2.2.0 GENERAL SPECIFICATIONS OF GI STEEL TUBULAR POLE & SHIELD WIRE

- 2.2.1 **STANDARD:** The tubular steel poles shall conform to the latest edition of Indian Standard specification IS: 2713 for the tubular pole & G.I. wires for shielding shall conform to IS 2141.
- 2.2.2 **TOPOGRAPHY AND CLIMATIC CONDITION:** The materials offered, shall be suitable for operation in the site's climate conditions and will be subjected to the sun and inclement weather and shall be able to withstand wide range of temperature variation. For the purpose of design, average atmospheric temperature may be considered to be 45 degree Celsius with humidity nearing saturation.
- 2.2.3 **MATERIALS:**
- 2.2.3.1 Clamps & Connectors
As per IS standard.
- 2.2.3.2 Bolts
Bolts used shall conform to IS12427 or bolts of property class 4.6 conforming to IS 6639 may also be used.
High strength bolts, if used (only with steel conforming to IS 8500) shall conform to property class 8.8 of IS 3757.
Foundation Bolts shall conform to IS 5624.
Step bolts shall conform to IS 10238
- 2.2.3.3 Nuts
Nuts shall conform to IS 1363 (Part 3). The mechanical properties shall conform to property class 4 or 5 as the case may be as specified in IS 1367 (Part 6) except that the proof stress for nuts of property class 5 shall be as given in IS12427.
Nuts to be used with high strength bolts shall conform to IS 6623.
- 2.2.3.4 Washers
Washers shall conform to IS 2016. Heavy washers shall conform to IS 6610. Spring washers shall conform to type B of IS3663
Washers to be used with high strength bolts and nuts shall conform to IS 6649.
- 2.2.3.5 Galvanisation
Structural members, plain and heavy washers shall be galvanized in accordance with the provisions of IS4759.
Spring washers shall be hot dip galvanized as per service grade 4 of IS 4759 or IS 1537.
- 2.2.3.6 Other Materials
Other materials used in the construction of the supporting structures shall conform to appropriate Indian Standards wherever available.

The materials used in construction of tubular steel poles shall be of the tested quality of steels of minimum tensile strength 540 MPa (: 55 Kg/mm²).

The materials, when analysed in accordance with IS : 228 (Part-III : 1972) and IS : 228 (Part-IX) shall not show sulphur and phosphorous contents of more than 0.060 percent each.

2.2.4 TECHNICAL REQUIREMENTS FOR TUBULAR STEEL POLES:

- a. Designation of Tubular pole : 410 SP-80
- b. Overall Length : 16.00 mtr
- c. Planting depth : 2.3 mtr
- d. Load applied from top at a distance of : 0.6 mtr
- e. Height above ground : 13.7 mtr
- f. Approx. Weight of Pole (without M.S. Base Plate): 416 Kgs.
- g. Breaking load : 657 Kgs.
- h. Crippling load : 466 Kgs.
- i. Working load; Crippling load / 2 : 233 Kgs.
- j. Working load; Breaking load / 2.5 : 233 Kgs.
- k. Load for permanent set not exceeding 13mm : 319 Kgs.
- l. Load for Temporary Deflection of 157.5 mm : 60 Kgs.

2.2.5 **EARTHING SYSTEM:**

- 2.2.5.1 For earthing arrangement a through hole of 14mm diameter shall be provided in each pole at a height of 300mm above the planting depth.
- 2.2.5.2 All earthing activities shall conform to the Code of practice for Earthing IS: 3043 and as directed by the site-in-charge.
- 2.2.5.3 One number 40 mm dia, 3000 mm long earth electrode with test link, CI frame and cover shall be provided to connect each down conductor of lightning masts
- 2.2.5.4 Neutral points of systems of metallic enclosures and frame works associated with all current carrying equipment and extraneous metal works associated with electric system shall be connected to the existing earth mat.
- 2.2.5.5 The 75x12 mm GI flat shall be clamped with the equipment support structures at 1000mm interval.

2.2.6 **PROTECTION AGAINST DIRECT LIGHTNING**

- 2.2.6.1 Protection against direct lightning shall be provided by stringing GI shield wires and/or by lightning masts (SPIKES) as per layout drawings attached.
- 2.2.6.2 Conductors of the lightning protection system shall not be connected with the conductors of the safety earthing system above ground level.
- 2.2.6.3 Down conductors shall be cleated on the structures at 2000 mm interval. For grounding of lightning spikes and shield wires, 7/3.15 mm GI steel wires shall be used.
- 2.2.6.4 Connection between each down conductor and rod electrodes shall be made via test joint (pad type compression clamp) located approximately 1500 mm above ground level. The rod electrode shall be further joined with the main earthmat.
- 2.2.6.5 Two runs of down conductors shall be used for grounding of each Lightning Spikes. For that, lugs with bolts shall be provided at base of spikes.
- 2.2.6.7 G.I. wires for shielding shall conform to IS 2141.

Parameters of galvanised steel wires shall be as follows:

- a) No of Strand : 7
- b) Diameter of single strand : 3.66 mm
- c) Minimum Breaking Load : 6970 KG
- d) Overall Diameter : 10.98 mm
- e) Area : 72.25 mm²

2.2.7 **TESTS AND TEST CERTIFICATES :**

- 2.2.7.1 The following tests shall be conducted on finished poles :
 - A. Tensile test and chemical analysis for sulphur and phosphorous ,
 - B. Deflocation test,
 - C. Permanent set test, and

D. Drop test.

2.2.7.2 In addition to above, verification of dimensions as per IS : 2713 (Part-III) : 1980 shall be carried out during acceptance lots.

2.2.7.3 Tests shall be carried out before supply of each consignment at the manufacturer's works and test certificates should be submitted to the purchaser for approval prior to delivery.

2.2.7.4 Purchaser reserves the right to inspect during manufacturing and depute his representative to inspect/test at the works.

2.2.7.5 If any extra cost is required for carrying out the above specified tests, the same shall be borne by the bidder.

2.2.8 MARKING :

2.2.8.1 The poles shall be marked with designation/specifications, manufacturer's identification, year of manufacture and name of the purchaser: AEGCL

2.2.9 INSPECTION:

2.2.9.1 The Purchaser shall have access at all times to the works and all other places of manufacture, where the disconnectors, earth switches and associated equipment are being manufactured and the supplier shall provide all facilities for unrestricted inspection of the works raw materials manufacture of all the accessories and for conducting necessary tests as detailed herein.

2.2.9.2 The supplier shall keep the purchaser informed in advance of the time of starting of the progress of manufacture of equipment in its various stages so that arrangements could be made for inspection.

2.2.9.3 No material shall be dispatched from its point of manufacture unless the material has been satisfactorily inspected and tested.

2.2.9.4 The acceptance of any quantity of the equipment shall in no way relieve the supplier of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if such equipment is later found to be defective.

2.2.9.5 No structure or any member thereof, which failed under the tests and inspection shall be supplied.

2.2.10 QUALITY ASSURANCE PLAN:

2.2.10.1 The Bidder shall invariably furnish following information along with his offer, failing which his offer shall be liable for rejection.

- (i) Names of sub suppliers for raw materials, list of standards according to which the raw materials are tested, list of tests normally carried out on raw materials in presence of Supplier's representative, copies of test certificate
- (ii) Information and copies of test certificates as in (i) and(ii) above in respect of bought out accessories.
- (iii) List of manufacturing facilities available
- (iv) Level of automation achieved and lists of areas where manual processing still exists.
- (v) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such tests and inspections.
- (vi) List of testing equipments with calibration certificates from Govt. approved test house available with supplier for final testing equipment and test plant limitation if any, vis-à-vis the type, special acceptance and routine test specified in the relevant standards. These limitations shall be very clearly brought out in the specified test requirements.

2.2.10.2 The supplier shall within 15 days of placement of order, submit following information to the purchaser.

- i) List of raw material as well as bought out accessories and the names of sub-suppliers selected from the lists furnished along with offer.
- ii) Type test certificates of the raw material and both bought out accessories.
- iii) Quality Assurance Plan (QAP) withhold points for purchaser's inspection.

The supplier shall submit the routine test certificates of bought out accessories and raw material viz. Copper, aluminum conductors, lubricating material, gear material etc. at the time of routine testing of the fully assembled isolator.

2.2.11 DOCUMENTATION:

2.2.11.1 All drawings shall conform to relevant international standards organization (ISO). All drawings shall be in ink and suitable for micro filming. All dimensions and data shall be in S.I. Units.

List of Drawings and Documents

The Bidder shall furnish four sets of following drawings / documents along with his offer.

- a) General outline and assembly drawings of the dis-connector operating mechanism, structure, insulator and terminal connector.
- b) Sectional views and descriptive details of items such as moving blades, contacts, arms contact pressure, contact support bearing housing of bearings, balancing of heights, phase coupling pipes, base plate, operating shaft, guides, swivel joint operating mechanism and its components etc.
- c) Loading diagram
- d) Drawings with structure for the purpose of type tests.
- e) Name plate.
- f) Schematic drawing.
- g) Type test reports.
- h) Test reports, literature, pamphlets of the bought-out items and raw material.

The supplier shall within 2 weeks of placement of order submit four sets of final versions of all the above said drawings for Purchaser's approval. The purchaser shall communicate his comments / approval on the drawings to the supplier. The supplier shall, if necessary, modify the drawings and resubmit four copies of the modified drawings for Purchaser's approval within 1 (one) week from the date of comments. After receipt of approval the supplier shall within three weeks submit 15 prints and two good quality re-producibles of the approved drawings for purchaser's use.

Six sets of the type test report, duly approved by the Purchaser shall be submitted by the supplier for distribution, before commencement of supply Adequate copies of acceptance and routine test certificates, duly approved by the Purchaser shall accompany the dispatched consignment.

The manufacturing of the equipment shall be strictly in accordance with the approved drawings and no deviation shall be permitted without the written approval of the purchaser. All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawing shall be at the supplier risk.

2.2.12 PACKING AND FORWARDING:

The equipment shall be packed in crates suitable for vertical / horizontal transport, as the case may be and suitable to withstand handling during transport and outdoor storage during transit. The supplier shall be responsible for any damage to the equipment during transit, due to improper and inadequate packing. The easily damageable material shall be carefully packed and marked with the appropriate caution symbols.

Wherever necessary, proper arrangement for lifting, such as lifting hooks etc. shall be provided. Any material found short inside the packing cases shall be supplied by supplier without any extra cost.

Each consignment shall be accompanied by a detailed packing list containing the following information:

- (a) Name of the consignee.
- (b) Details of consignment.
- (c) Destination.
- (d) Total weight of consignment.
- (e) Handling and unpacking instructions.
- (f) Bill of material indicating contents of each package.

The supplier shall ensure that the bill of material is approved by the purchaser before dispatch.

2.3.0 FOUNDATION CONSTRUCTION

2.3.1 For concrete foundation of the tubular pole, the tenderer shall obtain approval of complete design for the foundation proposed to be adopted. He will be responsible for construction of the foundations in accordance with the approved design. The Contractor shall be responsible for each foundation and shall be responsible for any failure.

2.3.2 The detailed specifications of the concrete foundation and the method of concreting will be required to be submitted to the Employer and approval obtained prior to commencement of work.

2.4.0 GUARANTEE

2.4.1 The material and entire construction/ work is to be guaranteed against defective design, faulty workmanship and for satisfactory performance for a period of 12 (twelve) months from the date of commissioning or taking over of the work or 18 months from the date of receipt of materials whichever is later. During the period of guarantee the contractor shall rectify all defects in design , material and workmanship that may develop under the normal use of the material upon written notice from the consignee to this effect. The rectification / free replacement must be carried out within a reasonable time period and at free of cost.

2.4.2 In the event of any emergency, where in the judgment of AEGCL, delay would cause serious loss or damages, repairs or adjustment may be made by the engineer or a third party chosen by the engineer without advance notice to the contractor and the cost of such work shall be paid by the contractor. In the event such action is taken by the engineer, the contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the contractor of his liabilities under the terms and conditions of the contract.

2.4.3 If it becomes necessary for the contractor to replace or renew any defective portions of the works, the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal.

2.4.4 The repaired or new parts will be furnished and erected free of cost by the contractor. If any repair is carried out on his behalf at the site, the contractor shall bear the cost of such repairs.

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

2.4.6 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the contractor and the engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.

2.5.0 FINAL CHECKING, TESTING & COMMISSIONING

2.5.1 After completion of the works, final checking of the line shall be done by the contractor to ensure that all the foundation work; erection of tubular pole and shield wire have been done strictly according to the specifications and as approved by the Employer. All the works shall be thoroughly inspected by the employer and the contractor shall rectify any defect found. The contractor shall make all arrangements for such tests and the contractor shall provide necessary labour, transport and equipment. After satisfactory tests and on approval by the Employer it shall be energized at full operating voltage before handing over

SECTION – 3

BID SUBMISSION SHEET, BID FORMS AND SCHEDULES

1. Bid Submission Sheet

(To be submitted in Bidder's Letterhead)

Name of contract:

To,

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

Sir:

We have examined the General Conditions of Contract, Technical Specification, Schedules, and Addenda Nos _____(if any). We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete the said Works and remedy any defects fit for purpose in conformity with these documents and the enclosed Proposal (Price Offer)

We accept your suggestions for the appointment of the Dispute Adjudication Board, as set out in the Bidding Document.

We agree to abide by this Bid until _____ and it shall remain binding upon us and may be accepted at any time before that date.

If our bid is accepted, we will provide the specified performance security, commence the Works as soon as reasonably possible after receiving the notice to commence, and complete the Works in accordance with the above-named documents within the time stated in the Bidding Document.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Yours faithfully

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

Address

2. Profile of the Bidder

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	:-
e)	Electrical Licence	
f)	Labour License registration	:-
g)	Income Tax Clearance Certificate	:-
h)	Date of Establishment/ Incorporation	:-
i)	Postal Address	:-
	House No.	:-
	Lane	:-
	Street	:-
	Town/Village	:-
	Post Office	:-
	P.S.	:-
	District	:-
	Pin code	:-
k)	Telephone Number	:-
	Mobile No.	:-
	E-Mail Address	:-
	Website	:-
l)	Name(s) of the Owners / Directors/Partners	:-
m)	Name of the Banker with Address and Telephone Number	:-
n)	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:- Mobile Number:- Email Address:-

3. Form of Manufacturer's Authorization
(To be submitted in Manufacturer's Letterhead)

Bid No.:

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

WE *[insert: name of Manufacturer]* who are established and reputable manufacturers of *[insert: name and/or description of the Goods]* having production facilities at *[insert: address of factory]* do hereby authorize *[insert: name & address of Bidder]* (hereinafter, the "Bidder") to submit a bid the purpose of which is to provide the following goods, manufactured by us, and to subsequently negotiate and sign the Contract:

1. _____
 2. _____
- _____

We hereby extend our full guarantee and warranty in accordance with **Clause 5.11.0** of the Special Conditions of Contract, for the above specified Goods supporting the Supply of specified Goods and fulfilling the Related Services by the Bidder against this Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that, we will furnish the Performance Guarantee in accordance with **SCC Clause 5.9.0**.

Further, we also hereby declare that we and, *[insert: name of the Bidder]* have entered into a formal relationship in which, during the duration of the Contract (**including related services and warranty / defects liability**) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Common Seal and Signature of the authorised
person: Name:

Designation:

NOTE:

This MA should be signed by a person having either of the following-

- 1) Valid Power of attorney
- 2) Authorised by Managing Director
- 3) Member of Board of Directors

4. Form-BG

Form of Bid Security (Bank Guarantee)

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

KNOW ALL MEN by these presents that We _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank) are bound unto _____ [Name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this ___ day of _____ 20__.

THE CONDITIONS of this obligation are:

- (1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
 - Or
- (2) If the Bidder refuses to accept the correction of errors in his Bid;
 - Or
- (3) if the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

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

This Guarantee will remain in force up to and including the date 180 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name, and Address)