

ASSAM ELECTRICITY GRID CORPORATION LIMITED

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

CIN:U40101AS2003SGC007238

Ph:-0361-2739520/Fax:-0361-2739513

Web: www.aegcl.co.in



TENDER DOCUMENT

NAME OF WORK: - Supply, installation and commissioning of Equipment for Quality Control Laboratory at the proposed O/o the AGM (P&D) at Kahilipara, Guwahati

NIT No: - AEGCL/DGM(Civil)/2021-22/13

dtd 28.07.2021

For and on behalf of the Managing Director, Assam Electricity Grid Corporation Limited (AEGCL), the Deputy General Manager (Civil), AEGCL invites e-tender from reputed Equipments Supplier for the work. A single stage two envelope procedure will be adopted for this tender.

A. INFORMATION TO BIDDER: -

1. NAME OF WORK: -

Supply, installation and commissioning of Equipment for Quality Control Laboratory at the proposed O/o the AGM (P&D) at Kahilipara, Guwahati

2. LOCATION OF WORK: O/o the AGM (Civil) Design & Project, AEGCL, Kahilipara, Guwahati-19

3. CONTACT ADDRESS: -

O/o the DGM (Civil),
AEGCL, Ground Floor,
Bijulee Bhawan, Paltanbazar,
Guwahati-781001.

Email id- dgm.civil@aegcl.co.in

4. BIDDING PROCEDURE: -

- a) The bidders must register themselves at <https://assamtenders.gov.in> as per the guidelines laid in the website.
- b) The bidders have to submit scanned copies of the relevant documents through the e-Tender Portal.
- c) The bid must be submitted online through e-tendering portal <https://assamtenders.gov.in>.
- d) Bidders may obtain further information from the office of the Deputy General Manager (Civil), AEGCL, Bijulee Bhawan, Paltan Bazar, Guwahati - 781001, Assam [e-mail: dgm.civil@aegcl.co.in; Web site: www.aegcl.co.in].
- e) To participate in the tender the interested bidders may visit <https://assamtenders.gov.in> for all the relevant documents and information required to participate in the tender.

5. I. BASIC DETAILS:

- a) Tender No. AEGCL/DGM(Civil)/2021-22/08
- b) Tender Details/ Name of work Supply, installation and commissioning of Equipment for Quality Control Laboratory at the proposed O/o the AGM (P&D) at Kahilipara, Guwahati.
- c) Work Type: Supply Installation, Testing and Commissioning of Civil Engineering Laboratory Equipments
- d) Paying Authority: Managing Director, AEGCL
- e) Tender Inviting Authority:
 - (i) Designation: Deputy General Manager (Civil)
 - (ii) Address: Bijulee Bhawan, Paltan Bazar, Guwahati, Assam.
- f) Total Tender Value: **Rs 10,23,432.00 (excluding GST)**

II. CRITICAL DATES:

Tender Start Date	30/07/2021	1400 Hrs 00 Mins
Submission Start Date	06/08/2021	1400 Hrs 00 Mins
Tender End Date	20/08/2021	1400 Hrs 00 Mins
Tender Opening Date	21/08/2021	1500 Hrs 00 Mins

6. TENDER PROCESSING FEE AND MODE OF PAYMENT: -

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

Bidder has to pay Non-Refundable tender processing fee of **Rs. 242.00**

(Rupees Two Hundred and Forty Two) only via e-tender portal www.assamtenders.gov.in.

7. BID SECURITY/EARNEST MONEY AND MODE OF PAYMENT: -

- a) For participation in bidding procedure, participants must compulsorily pay the Bid Security of **Rs 24,153.00 (Rupees Twenty-Four Thousand One Hundred and Fifty-Three)** only via e-tender portal www.assamtenders.gov.in.
- b) 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.
- c) The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.
- d) The bid security may be forfeited: -
 - (i) if a Bidder withdraws its bid during the period of bid validity period.
 - (ii) if the successful Bidder fails to sign the Contract within the specified period.
 - (iii) if the successful Bidder fails to furnish a performance security within 7 (Seven) days' time of issue of Letter of Intent (LOI).

8. GUARANTEE/WARRANTY TERMS: -

- a) The materials and equipment are to be guaranteed against defective design workmanship and for satisfactory performance for a period of **24 Months** from the date of final acceptance of the completed work.
- b) The successful bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- c) The successful bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful bidder, that may develop under normal use of the supplied goods.
- d) All the equipment including the accessories supplied as per the technical specification laid down in IS code should carry comprehensive warranty for a period of **24 months**. During this period, the successful bidder shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful bidder during the period of comprehensive warranty.

- e) On expiration of the comprehensive warranty period, the successful bidder shall be willing to provide after sales support for an additional period prescribed by AEGCL
- f) The prospective bidder, who are manufacturers, shall submit an undertaking from the **Original Equipment Manufacturers (OEM)** that they are willing to provide spare parts for the period of warranty, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership or the bidders – their existing dealers - couldn't provide service during the warranty. The undertaking from OEM is an essential document forming part of the Technical Bid, without which the bids will be rejected summarily in the first round itself.
- g) Complaints should be attended properly, maximum within **7** days from the day of lodging the complaint by AEGCL
- h) Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments within the stipulated period shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder
- i) A **warranty certificate** duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to AEGCL.
- j) The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, by the demand of AEGCL and also when major spares are replaced.
- k) The bidder shall undertake on-site calibration of the equipment as per the relevant **IS Codes** whenever called by AEGCL as part of the after sales service during the period of comprehensive warranty or on demand from AEGCL and submit a '**calibration certificate**' to AEGCL with a copy to the Tender Inviting Authority afterwards.

9. **DELIVERY AND INSTALLATION**

- a) The successful bidder shall visit the supply and installation location and recommend pre installation requirements. The details may be consolidated and shall submit to Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the **stipulated period (60days)**, the Tender Inviting Authority shall deduct **Liquidated Damage(LD) charges** as per the bid conditions.
- b) The successful bidder will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the allotted location. It shall be ensured that the equipment's arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Bid Document.

- c) The successful bidder is required to deliver the equipment and install the equipment at the site within time specified time from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of AEGCL or his/her representative and obtain an individual 'Installation Certificate' for each equipment and warranty card duly signed and with proper stamp of the institution concerned. A proper detail of stock taking has to be obtained in the invoices from AEGCL with signature and seal.

10. PERFORMANCE GUARANTEE/SECURITY DEPOSIT AND MODE OF PAYMENT

- a) The successful Bidder shall have to deposit through a **Bank Guarantee/Fixed deposit/RTGS/NEFT** from a Nationalized or scheduled Bank of RBI in AEGCL's standard proforma on non-judicial stamp of appropriate value for an amount equivalent to 10% (ten percent) of the total value of the order including GST as performance security within 7(seven) days from receiving of letter of intent(LOI) duly pledged exactly as mentioned below:

ASSAM ELECTRICITY GRID PRIN AC

Account No: 10566984188

IFSC Code : SBIN0000221

Branch : New Guwahati Branch (Bamunimaidam)

the security deposit shall be *valid upto 850 days from the date of Issue of Letter of Intent(LOI)*.

If performance security is pledged in any other name, except in the name mentioned above, strict action will be taken against the successful bidder for delaying the departmental process. In case of Abnormally Low Bidder, the amount to be taken as performance guarantee will be as per the discretion of tender evaluation committee.

- b) If the contractor/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.
- c) If any abnormally low bid is accepted under Clause no. B.5.(b), after taking the additional performance security as per the assessment of the committee, however, the total performance security should not have to be exceeded 20% of the total contract value.
- d) The additional performance security shall be treated as the part of the original performance security and shall be valid for a period coextensive with the applicable defect liability period of the contract.
- e) Non submission of the additional performance security shall constitute sufficient ground to rejection of the bid and similar assessment shall be initiated for next ranked bidder if that bidder is identified as ALB.
- f) No interest shall be payable on such deposits.

11. CLARIFICATIONS: -

- a) A prospective Bidder requiring any clarification of the Bidding Document shall contact the AEGCL in writing at the AEGCL's address indicated in the Bid Document or raise his enquiries prior to 14 (Fourteen) days of closing of the bid. AEGCL will respond to any request for clarification if deemed necessary. Should AEGCL deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so.

- b) The Bidder is advised to visit and examine the site where the supply 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. The costs of visiting the site shall be at the Bidder's own expense.
- c) The Bidder and any of its personnel or representatives will be granted permission by AEGCL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder and its personnel will release and indemnify the Employer and its personnel 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.
- d) The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the Bid Document. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- e) Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by AEGCL exclusively through the issue of an Addendum.
- f) Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

12. VALIDITY OF BID: -

- a) Bid shall remain valid for the period of **180 days** after the 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.

13. DELIVERY/INSTALLATION: -

- a) The allotted time for the work is **60 days** from the date of issue of the work order.

14. DISCLAIMER: -

- a) AEGCL is not committed contractually in any way to those Bidders whose Bid are accepted. The issue of this Bid does not commit or otherwise oblige AEGCL to proceed with any part or steps of the process.

15. AMENDMENT OF TENDER DOCUMENT: -

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

16. LANGUAGE OF BID: -

- a) 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.

17. NEGOTIATION WITH BIDDER: -

- a) The AEGCL reserve the right to hold negotiations with lowest bidder if AEGCL feels the quoted rates of particular item(s) are unreasonably high. The bid

must be valid, eligible and technically acceptable and considered for award of contract.

18. VERIFICATION OF DOCUMENTS: -

- a) AEGCL reserves the right to verify the documents submitted by the bidders with issuing authority and if any abnormalities are observed in the same, their bids will be rejected.

19. RIGHT TO REJECT: -

- a) 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 supply 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 Bid document 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

B. ELIGIBILITY QUALIFICATION:

- i. The Techno-Commercial Evaluation will be done on the basis of technical qualification, Financial qualifications and fulfilment of the legal conditions.
ii. The Price Bid of only Responsive Techno-Commercial Bidders will be opened and intimation will be issued in due course

1. ELIGIBLE BIDDERS: -

- a) A Bidder may be a person, partnership, private entity or a government-owned entity.
b) A Bidder, and all partners constituting the Bidder, shall have Indian nationality.
c) In the case of the Joint Venture (JV): -
When the bidder is a Joint Venture (JV) of two or more firms as partners, all partners shall be jointly and severally liable. The JV shall legally authorize one of the partners as the lead partner for the purpose of submitting the bid, incur liabilities; receive payments and instructions on behalf of the others. A copy of the **registered** JV agreement, executed on Non judicial stamp paper, shall be submitted with the bid. However, in case of successful bid, the agreement shall be signed by all the partners, so as to be legally binding on all the partners.
d) 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: -
they have controlling partners in common; or
they receive or have received any direct or indirect subsidy from any of them;
or
they have the same legal representative for purposes of this bid; or
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.
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.

- g) 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.
- h) Bidders shall provide such evidence of their continuedeligibility satisfactory to the AEGCL, as the Employer shall reasonably request.
- i) In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- j) The bidder must have experience of execution of work of similar nature previously. The bidder must submit experience and Performance Certificate for scrutiny by AEGCL.
- k) **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.**

2. LEGAL ENTITY: -

- a) Verification may be undertaken to verify that an applicant is a bona-fide registered company or business. Bidders are required to provide evidence of the legal entity by providing a copy of an official document as mentioned in the appendix attached along with this bid document.

3. TECHNICAL QUALIFICATION: -

- a) Experience having completed similar works during the last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following:

- i. **Three similar completed works** costing not less than the amount equal to **Rs 4,83,060.00** (*Rupees Four Lakhs Eighty Three Thousand and Sixty*) only.

or

- ii. **Two similar completed works** costing not less than the amount equal to **Rs 6,03,825.00** (*Rupees Six Lakhs Three Thousand Eight Hundred and Twenty Five*) only.

or

- iii. **One similar completed work** costing not less than the amount equal to **Rs 9,66,120.00** (*Rupees Nine Lakhs Sixty Six Thousand One Hundred and Twenty*) only.

Note: "Similar work" is defined as supply, installation, testing and commissioning of civil engineering laboratory equipment/tools/machineries with all services in all aspects for Govt Academic Institutions, Research department or any StatePSU/CentralPSU only.

- iv. If the nature of work and value differs from the above stated conditions, it will not be considered while evaluation of technical qualification.

- v. Work order along with completion certificate are to be attached.

- b) Bidders must compulsorily submit work order and work competition certificate issued from Govt Department/reputed PSUs only satisfying the above-mentioned work experience criteria for technical qualification. Moreover, AEGCL reserves the right to scrutinise any work order/work competition certificate submitted by the bidders with issuing authority and if any abnormalities are observed in the same, their bids will be rejected.

4. FINANCIAL QUALIFICATION: -

- a) Minimum average annual turnover of **Rs. 3,62,295.00**(Rupees Three Lakhs Sixty Two Thousand Two Hundred and Ninety Five) only calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) years.

5. PRICE BID EVALUATION PROCESS

Identification:

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

- (i) **Absolute Approach** is to be considered 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 to be considered when there are at least 5(five) nos. of substantially responsive bids and the lowest bid price is 20% or more below AEGCL's cost estimate.

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 an ALB, the tender evaluation committee/appropriate authority of the respective tenders shall undertake the following three stage review process which is as below:

- (i) To identify ALB as per the steps mentioned in SI no. 5.A.(i) and 5.A.(ii) whichever is applicable.

- (ii) To seek and analyse the clarifications from the abnormally low Bidder in terms of resource inputs and pricing, including overheads, contingencies and profit margins. In that respect, the committee may refer to guideline of World Bank, AIIB, ADB etc. prescribed for ALB.

- (iii) To decide whether to accept or reject the bid.

- (iv) On acceptance of the bid, whether Additional Performance Security is to be imposed on the bidder supplemented by adequate justification.

- C) **In case of acceptance of ALB with Additional Performance Security:**

- (i) If any abnormally low bid is accepted under point 5.B.(iii) with additional performance security, it is to be noted that the total performance security should not 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 similar to that applicable for defect liability period of the contract.

- (iii) Non submission of the additional performance security shall constitute sufficient ground for rejection of the bid and similar assessment shall then be initiated for next ranked bidder if that bidder is also identified as ALB.

C. GENERAL CONDITIONS OF CONTRACT:

1. INSPECTION OF SITE: -

- a) The Bidder is advised to visit and examine the site where the supply and installation is to be carried out and its surroundings, nature of work, site conditions, area for storage of materials, etc. and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense. Non-familiarity with the site conditions will not be considered

a reason either for extra claims or for not carrying out the work in strict conformity with the specifications & requirement.

For site visit and any clarification/information/assistance, the intending Bidder may contact the DGM (Civil), AEGCL, Bijulee Bhawan, Paltan Bazar, Guwahati.

2. PREPARATION OF BID:-

a) 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.

b) Documents Establishing Conformity of the Goods and Services: -The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of letter, drawings and data, and shall furnish. A detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the Goods, in response to the specification.

c) Bidder should note clearly that department should not take any responsibility for issuing of any materials, equipment's and T&P's that may be required in the supply and installation.

d) All materials, labours, equipment's, T&P and heavy vehicle etc. required in the supply and installation shall have to be arranged by the bidder/contractor from his own sources in the event of allotment of the said work to him/them.

e) The bidder should clearly understand that all materials to be utilized in the work must confirm to the specifications. No substandard materials will be allowed to utilize in the work. Samples of each and every material to be brought to the site of work shall have to be get approved by the competent authority of the department before use.

f) The contract must not be sublet under any circumstances. If any contractor found in doing so, his work liable to be terminated.

3. PRICE BID:-

a) Unless otherwise specified in the BidDocument and/or AEGCL's Requirements, bidders shall quote for the entire supply and installations 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, delivery, testing of materials, construction, installation and completion of the Work. The rate should also include the cost of testing of materials at the approved laboratory, carriage and transportation of sample, preparation of report, submission of report in all respect as required by AEGCL. This includes all requirements under the Contractor's responsibilities for completing the supply and installation 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.

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

- c) **Bidders quoted price should include all cost of testing of materials, transportation of sample, storage, preparation and submission of report during approval period, construction period as well as after completion of the work.**
- d) Taxes like work contract, income tax etc. which need to be deducted at source as per the prevailing law, will be deducted at source.
- e) 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.

4. SITE FACILITIES: -

- a) AEGCL will not provide any accommodation at the supply and installation site to the contractor and their field personnel. No claim shall be entertained from the bidder for making his own arrangement for providing accommodation to the labours and bidder will bear entire expense. The same has to be arranged by the contractor on their own. However, if space or storing zone is available at the site, AEGCL may provide space for storage of the materials but responsibility of the material and their safety shall be taken care of by the Contractor. In case of non-availability of space under AEGCL the same should be arranged by the contractor outside AEGCL campus/work site at their own cost and responsibility.
- b) AEGCL shall not be responsible for the safety of the workers involved in supply and installation on account of the works executed by the Contractor or on account of the works executed by any other agency involved at that time.
- c) AEGCL shall on no account be responsible for the expenses incurred by the Contractor during the supply and installation process, towards any incidental expenditure like medical amenities to the workers at site, security arrangements.
- d) The quoted price shall be deemed to include charges for all site facilities for labour that are considered necessary for execution of the supply and installation work.
- e) Any facilities available at supply and installation site shall be utilized only with prior permission of AEGCL and it should not be taken as granted for availing such services.

5. DEFECT AFTER COMPLETION OF WORK:-

- a) The Contractor shall make good at his own cost and to the satisfaction of AEGCL all defects, or other faults which may appear during the defect liability period.
In default, AEGCL may employ and pay other agency or persons to amend and make good such damages. Losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor, failing which the same shall be recoverable from the payment due to the contractor and performance guarantee. In the event of amount due and performance guarantee being insufficient, the balance amount will be recovered from the contractor from the amount due or retained for other works executed in AEGCL.

6. VARIATION AND DEVIATION OF QUANTITY: -

- a) The Tendered rates shall hold good for any variations in the Tendered quantities for legitimate completion of works as per original design on account of any modification in the bill of quantities.
- b) **Deletion of work:**

AEGCL and its representative have the right to delete or decrease any item or quantity from schedule of quantity at its discretion if deemed necessary. No claim by the contractor will be admissible for this deletion or deduction of Item/quantity from schedule of quantity.

7. LABOUR LEGISLATION: -

- a) The Bidder shall comply with the provisions of the Apprentices Act 1961, payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Act or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- b) The Bidder shall indemnify and keep indemnified AEGCL against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- c) The Bidder shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the Bidder.
- d) The Bidder shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by them. The Bidder shall fully indemnify AEGCL against any action by the state and/or Central Government for any default or alleged default by the Bidder for violation of any of such rules and regulations. If, due to any default of the Bidder, AEGCL has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, AEGCL shall be entitled to recover from the Bidder all such expenditure in full from any payment due to the Bidder.

8. GOVERNMENT AND LOCAL RULES:-

- a) The Contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected/utilized. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify AEGCL against such liabilities and shall defend all actions arising from.

9. ELIGIBILITY OF CONTRACTORS EMPLOYEES:-

- a) The Contractor shall employ in and about the Execution of the supply and installation works only such persons as are skilled and experienced in their several trades. A list of such personal should be submitted in corresponding Appendix.

10. ENGINEER AT LIBERTY TO OBJECT:-

- a) AEGCL's Site in-charge shall have right to remove any person provided by the Contractor who, in the opinion of the Site in-charge, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without consent of the Engineer. Any person so removed from the Works shall be replaced immediately without hampering the work.

11. TAXES:-

- a) Any taxes, royalties and duties as per Govt. Law should be responsible of the contractor and must be included in their quoted rate.
12. **INSURANCE:-**
- a) The bidder shall arrange for any pay/cost of personnel accident insurance, medical treatment etc. in respect of their employees assigned to the supply and installation works for all time and shall govern by Law of the land.
13. **DAMAGE TO PERSON AND PROPERTY:-**
- a) The Contractor shall be responsible for all injury to the work or to workmen, to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of contractor or its employees, against whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract. The Contractor shall at his cost effect the insurance necessary and indemnify AEGCL entirely from all responsibility in this respect. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, all medical expenses, compensation to be borne in the event of accident etc., damage or loss to the Contract itself till this is made over a complete state. Insurance is compulsory and must be affected from the very initial stage and should cover the entire contract period till handing over of complete works. The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this Contract.
- AEGCL shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim for damages from any sums due or to become due to the Contractor.
14. **ACCEPTANCE OF BID AND CONTRACT AGREEMENT: -**
- a) An agreement shall have to be drawn on non-judicial stamp of appropriate value with AEGCL by the selected Contractor in AEGCL's General Conditions of Supply and Erection 2009 of contract within 10 (ten) days from the date of issue of the LOI.
- Wherever there is any variation in between the conditions of AEGCL's General Conditions of Supply and Erection 2009 and the above terms & conditions, this bid conditions will supersede the conditions of AEGCL's General Conditions of Supply and Erection 2009.
15. **STATUTORY AND SAFETY REQUIREMENT: -**
- a) Each and every safety measure for MAN and MACHINE will be the sole responsibility of the Contractor without any prejudice. Compensation claim if any will also be the responsibility of the contractor without any prejudice.
- b) During the execution of the work, the contractor shall have to mark the site with banner warning/indicating precautions.
- c) The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:
- d) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (So far as the same is under his control) and the Works in an orderly state appropriate to the avoidance of danger to such persons, and
- e) Provided and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the

safety and convenience of the public or others, and Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods.

16. COVID 19 PROTOCOLS:

Considering the present prevailing condition of COVID-19 Coronavirus and emphasizing on the importance of the health and hygiene of the officials the work needs to be completed at the earliest and in such a way that there is no risk of infections and no personnel are at health risk. Therefore, the contractor mandatorily needs to follow the following guidelines in order to carry out the work safely and securely. They are:

- i. Confinement zones: The site of supply and installation of the work & storage of materials must be cordoned off from the existing corridors and office workspace. There should be no mobilization of man, machinery and materials in the common workspace.
- ii. Entrance & Exit: The service/emergency staircase leading to the site of supply and installation will be used for the entrance of manpower, materials and equipment. In no condition, the workers are allowed to enter the working office/common areas.
- iii. Screening & Sanitation: The Contractor shall provide his supervisor with temperature gun for screening of the manpower involved in the work. The Contractor shall at all times maintain adequate sanitizing liquid, drinking water & masks for all the workers. It is also requested that necessary social distancing should be maintained while working and otherwise and also, masks are to be worn at all times by all the manpower involved in the work.

The guidelines as mentioned above must be adhered to strictly by the Contractor as failure to comply with the norms will lead to risk of lives of the personnel working at Bijulee Bhawan and strict action by AEGCL as per Govt. of India guidelines.

17. PAYMENT TERMS: -

- a) No advance/Mobilization advance shall be made in this contract.
- b) 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 reason beyond the reasonable control of AEGCL.
- c) Payment shall be released to the contractor only after testing and commissioning of the installed equipments is complete in all aspects and after final acceptance by AEGCL.
- d) Payment is subject to availability of specific fund.
- e) The Bidder / Firm will have to be submitted the following Net Banking details.
 - Banker's Name & Branch
 - Account No
 - Banker's address
 - Banker's IFSC Code

- Banker's RTGS Code

18. ADDITIONAL WORKS: -

The Contractor shall, when ordered in writing by the concerned authority, perform extra work and furnish extra materials not required by the invitation or included in the "Bill of Quantities", but forming an inseparable part of the work concerned. For extra work and, materials will ordinarily be paid for the lump sum or unit price/rates stated in the order. Whenever in the judgement of the concerned authority, it is impractical, because of the nature of the work or for any other reason to otherwise fix the price/rate in order, the extra work and materials shall be paid for on the basis of actual necessary cost plus overhead and profit allowances as indicated hereunder.

The actual necessary cost will include:

- a) Market value of the materials utilized in the extra work, including taxes and duties, if any.
- b) Actual cost of handling and transportation of materials wherever applicable.
- c) Direct labour charges.
- f) Further supervision charges and profit will be allowed at 10% on the sum. In case any material or parts are furnished by the department no overhead and profit will be allowed on the value of such materials or parts.

19. WARRANTY: -

- a) The term period of warranty shall mean the period of 24 months from the date of Taking Over of the Work by AEGCL. A Taking over Certificate (TOC) will be issued by the appropriate authority.
- b) The Contractor must handover the warranty card or other relevant documents from the OEM at the time of submission of the bill.

20. SUSPENSION OF WORK: -

- a) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by AEGCL subject to other provisions contained, AEGCL may without prejudice to his any other rights or remedy against the Contractor in respect of any delay in commencing, completing the work may serve notice in writing absolutely determine and cancel the Contract.

21. EXTENSION OF TIME: -

- a) Time is the essence of the contract. No extension of time shall be allowed except on valid reason after pre-approval from competent authority.

22. CHANGE OF NAME OF THE TENDERER: -

- a) At any stage after tendering, AEGCL shall deal with the Contractor only in the name and the address under which he submitted the tender. All the liabilities/responsibilities for due execution of the contract shall be that of the Contractor.
- b) Any change/ alteration of name/ constitution/ organization of contractor shall be duly notified to the AEGCL and the AEGCL reserves the right to determine the contract, in case of any such notification.

23. DEATH, BANKRUPTCY ETC.: -

- a) If the Contractor becomes bankrupt or being a corporation is in the process of winding up, amalgamation or reorganization, the AEGCL shall be at liberty to:

- i. Terminate the contract forthwith by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested.
 - ii. Give such liquidator, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be determined by the AEGCL.
 - b) In case of death of the Contractor before completion of work and supply, the Engineer or AEGCL shall be at liberty to:
 - a) Close up the contract and take over the completed portion of work done and made as per specification and make final payment to the legal heir of the Contractor on receipt of claim from such legal heir.
 - b) Give the contract to the legal heir of the Contractor subject to his depositing a performance security for the due and faithful performance of the contract. The performance security amount shall be determined by the AEGCL commensurate with the incomplete portion of the work. The AEGCL will enter into a fresh contract with the legal heir of the Contractor on the same terms and conditions of the earlier contract.
24. **CONTRACTUAL FAILURE, LIQUIDATED DAMAGE AND PENALTY: -**
- a) Liquidity Damages 1.0% (one percent) of the amount of delayed work per week subjected to the maximum 10 % of the contract value.
25. **TERMINATION OF CONTRACT: -**
- a) If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.
26. **PAYMENT ON TERMINATION: -**
- a) In the event of termination of the contract, AEGCL shall be at liberty to get balance work done by any third party at the risk and cost of the contractor and due payment of the contractor, if any shall be released after the completion of whole of the works.
27. **SUSPENSION OF BUSINESS DEALINGS WITH FIRMS/CONTRACTORS: -**
- a) The AEGCL may suspend business dealings with a Firm/ Contractor, if:-
 - i. The Central Bureau of Investigation or any other investing agency recommends such a course in respect of a case under investigation; and if a prima facie case is made out that the firm is guilty of an offence involving unethical, unlawful, fraudulent means in relation to business dealings, which, if established, would result in business dealings with it being banned.
 - ii. The AEGCL has past record of non-performance of the Firm in its previously awarded contracts.
 - iii. The AEGCL has record of ban against the Firm by other Government /Public sector utility.
 - b) However, the AEGCL shall give the Firm/ Contractor a fair chance to explain the circumstances of such previous suspensions.
28. **BANNING OF BUSINESS DEALINGS WITH FIRMS/CONTRACTORS: -**
- a) The owner (s) of the Firm/ Contractor is convicted by a court of law following prosecution for offences involving unethical, unlawful, fraudulent means in relation to business dealings.

- b) There is strong justification that the Firm has been guilty of malpractices such as, bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any Government tax etc.
- c) The Firm continuously refuses to return government dues without showing adequate cause and government are reasonably satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law.
- d) The Firm is found guilty of involving in unethical practices, such as:-
 - i. "corrupt practice" involving offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any such official/ party in procurement process or in contract execution.
 - ii. "fraudulent practice" involving misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer.
 - iii. "collusive practice" involving a scheme among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - iv. "coercive practice" involving harming or threatening to harm directly or indirectly, persons or their property to influence procurement process or the execution of a contract.

The AEGCL may sanction a Firm/ Contractor or its successor, including declaring ineligible, indefinitely or for a period of not less than 3 (three) years.

29. FORCE MAJEURE CONDITION: -

- a) 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 intimate 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.

30. SETTLEMENT OF DISPUTE AND ARBITRATION: -

- a) 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 respective District of work.

31. POLLUTION AND ENVIRONMENT: -

- a) Each and every measure should be taken to adhere to the standard norms to avert any occasion of Air Pollution, Water Pollution, Soil Pollution and Sound Pollution. In case of any deviation leading to any legal action the Contractor will be solely responsible without any prejudice.

32. ACCEPTANCE AND TAKEOVER: -

- a) 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 Performance 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.

34.

WORKING PROCEDURE:

All equipment/tools/machineries must be procured only after verification and approved at store by AEGCL or any authorised representative.

- a) Any **equipment/tools/machineries** bought to the site of installation without approval from AEGCL, those materials will not be accepted and cannot be used in carrying out the work.
- b) All the work must be carried out as per the directions of AEGCL and no deviation from the directions shall be allowed under any circumstances. In case of inevitable discourse, the contractor must get the deviation approved from the AEGCL.
- c) If any kind of unapproved deviations are observed during the course of the work, the contractor shall have to redo the work as per the direction of AEGCL at the cost of the Contractor.

35.

PERT CHART OR BAR CHART: -

The successful bidder within 10 (ten) days before the contract is awarded will make out a detailed PERT Chart covering all activities along with detailed program chart on accepted scheme indicating various stages of execution, method of execution and completion of work in different stages keeping the period of completion in view and submit the same to the Engineer for the consideration and approval.

36.

SPECIFICATIONS:-

The Specifications of the materials provided should be as the IS codes mentioned in the Bill of Quantities.

Appendix-1

COVERING LETTER (ON THE APPLICANT'S LETTER HEAD)

To,

The Deputy General Manager (Civil),
Assam Electricity Grid Corporation Limited
Bijulee Bhawan, Paltanbazar, Guwahati-01.

Sub: Supply, Installation and commissioning of Equipment for Quality Control Laboratory at the proposed O/o the AGM(P&D) at Kahilipara, Guwahati

NIT No. AEGCL/DGM(Civil)/2021-22/13

dtd. 28.07.2021

Sir,

Having examined the terms & conditions, technical specifications, detailed items of supply and installation etc. as well as acquainting myself/ourselves with site of supply and installation 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, considering cost of design & preparation of structural drawing, materials, labours, haulage, taxes, royalty etc.

I /We clearly understand that all materials, tools and plants, machineries, labours, 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.

I /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

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)	Income Tax Clearance Certificate	:-
f)	Manufactures Authorisation Certificate	
g)	Bank Solvency Certificate	:-
h)	Date of Establishment/ Incorporation	:-
i)	Postal Address	:-
	House No.	:-
	Lane	:-
	Street	:-
	Town/Village	:-
	Post Office	:-
	P.S.	:-
	District	:-
	Pin code	:-
j)	Telephone Number	:-
	Mobile No.	:-
	E-Mail Address	:-
	Website	:-
k)	Name(s) of the Owners / Directors/Partners	:-
l)	Name of the Banker with Address and Telephone Number	:-
m)	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: -

Note: Bidder may attach additional sheets, if required.

Appendix-3

WORK EXPERIENCE OF THE BIDDER

Experience having completed similar works during the last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following:

- a) **Three similar completed works** costing not less than the amount equal to **Rs 4,83,060.00** (Rupees Four Lakhs Eighty Three Thousand and Sixty) only.
- or
- b) **Two similar completed works** costing not less than the amount equal to **Rs 6,03,825.00** (Rupees Six Lakhs Three Thousand Eight Hundred and Twenty Five) only.
- or
- c) **One similar completed work** costing not less than the amount equal to **Rs 9,66,120.00**(Rupees Nine Lakhs Sixty Six Thousand One Hundred and Twenty) only.

Note: "Similar work" is defined as supply, installation, testing and commissioning of civil engineering laboratory equipment/tools/machineries with all services in all aspects for Govt Academic Institutions, Research department or any StatePSU/CentralPSU only.

**If the nature of work and value differs from the above stated conditions, it will not be considered while evaluation of technical qualification.*

Sl. No.	Name of work	Nature of Work	Executed Amount	Starting Date	Completion Date
a)					
b)					
c)					
d)					

Note: Bidder may attach additional sheets, if required.

Appendix-4

FINANCIAL QUALIFICATIONS

Financial Qualifications:

Minimum average annual turnover of **Rs. 3,62,295.00** (*Rupees Three Lakhs Sixty two Thousand Two Hundred and Ninety Five*) only calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) years.

Note: Bidder may attach additional sheets, if required.