

## **BIDDING DOCUMENT**

FOR

**“TURNKEY SOLUTION FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING, ACTIVE&PASSIVE COMPONENTS FOR SETTING-UP OF VIDEO CONFERENCING SYSTEM WITH FIVE (5) YEARS OF COMPREHENSIVE WARRANTY AT COMMUNICATION AND NETWORK MANAGEMENT CENTRE (CNMC) AND 15 OTHER AEGCL SITES ALONG WITH TURNKEY CONSTRUCTION OF 15 SEATER CONFERENCE ROOM AT CNMC, KAHILIPARA AS PER TECHNICAL SPECIFICATION”**



**(E-Tender)**

**<https://assamtenders.gov.in>**

**VOLUME-1**

**BID IDENTIFICATION NO:**

**AEGCL/MD/VIDEO CONFERENCING/COMM/2019/02(R)**

**Tender Processing Fee Rs 1000.00 to be deposited online.**

**Bid Security Fee to be deposited online.**

# ASSAM ELECTRICITY GRID CORPORATION LIMITED

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# Section -1

## Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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## Section 1 – Instructions to Bidders

### 1.1.0 General

#### 1.1.1. Scope of Bid

1.1.1.1. In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the **Chief General Manager(PP&D)** on behalf of **Assam Electricity Grid Corporation Limited (AEGCL)** (hereinafter referred to as "the Purchaser" or "AEGCL"), issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 3 (Employer's Requirements). The name and identification nos. of this Competitive Bidding are provided in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.

1.1.1.2. Unless otherwise stated, throughout this Bidding Document definitions of terms shall be as prescribed in **Section 4** (Special Conditions of Contract).

#### 1.1.2. Eligible Bidders

1.1.2.1. Subject to meeting the Qualifying Requirements, a Bidder may be a firm or company. When the bidder is a firm, the names and address of the partners should be indicated and a copy of the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid.

1.1.2.2. When the bidder is a Company, the company registration document along with Memorandum of Association should be submitted.

1.1.2.3. When the bidder is an individual carrying on business in a firm's name, the tender should be submitted by the owner of the firm, who may describe himself as carrying on business in the firm's name.

1.1.2.4. 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.

### 1.2.0 Contents of Bidding Document

#### 1.2.1. Sections of Bidding Document

1.2.1.1. The Bidding Document consists of following six Sections, and should be read in conjunction with any Addenda issued in accordance with ITB **Clause 1.2.3**.

Section 1 - Instructions to Bidders (ITB) with Appendix-1 and Appendix-2

Section 2 - Bidding Forms (BDF)

Section 3 - Purchaser's Requirements (PRQ)

Section 4 - "General Conditions of Supply and Erection of AEGCL"

(This section is available in the AEGCL website)

Section 5- Special Conditions of Contract (SCC)

Section 6 - Contract Forms (COF)

1.2.1.2. *The completed Section 6 shall constitute "the Contract".*

1.2.1.3. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

1.2.1.4. The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the Invitation for Bids.

1.2.1.5. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

### 1.2.2. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

1.2.2.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS** or raise his enquirers during the pre-bid meeting if provided for in accordance with **ITB Clause 1.2.2.4**. The Purchaser will respond to request for clarification, provided that such request is received no later than two (2) days prior to the scheduled pre-bid meeting. The Purchaser's response shall be uploaded in e-tender portal([www.assamtenders.gov.in](http://www.assamtenders.gov.in)) & AEGCL's website . No queries received after the days as mentioned above will be entertained.

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

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

1.2.2.4. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the **BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

### 1.2.3. Amendment of Bidding Document

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

1.2.3.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with **ITB Clause 1.2.1.4**.

1.2.3.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Clause 1.4.2.2**.

**1.3.0 Preparation of Bids****1.3.1 Cost of Bidding**

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

**1.3.2 Language of Bid**

**1.3.2.1.** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**1.3.3 Documents Comprising the Bid**

**1.3.3.1.** The Bid shall comprise two envelopes submitted simultaneously, one called the '**Technical Bid**' containing the documents listed in **ITB Clause 1.3.3.2** and the other the **Price Bid** containing the documents listed in **ITB Clause 1.3.3.3**, both envelopes must be submitted online through e-tendering portal <http://assamtenders.gov.in>.

**1.3.3.2.** The Technical Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Technical Bid;
- (b) Proof of Bid Security paid online in e-tender portal
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB Clause 1.3.10**;
- (d) Documentary evidence in accordance with **ITB Clause 1.3.5** establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (e) Documentary evidence establishing in accordance with **ITB Clause 1.3.6** that the plant and services offered by the Bidder conform to the Bidding Document;
- (f) Documents as called for in **ITB Clauses 1.1.2.1, 1.1.2.2, and 1.1.2.3**;
- (g) Any other document required in the **BDS**.

**1.3.3.3.** The Price Bid submitted by the Bidder shall comprise the following:

- (h) completed schedules as required, including Price Schedules, in accordance with **ITB Clauses 1.3.4** and 1.3.7; and
- (i) any other document required in the **BDS**

#### 1.3.4. Letter of Bid and Schedules

1.3.4.1. The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under **ITB Clause 1.3.3**, shall be prepared using the relevant forms furnished in Section 2 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

#### 1.3.5. Documents Establishing the Eligibility and Qualifications of the Bidder

1.3.5.1. To establish its eligibility and qualifications to perform the Contract in accordance with Appendix 2 of ITB (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 2 (Bidding Forms).

#### 1.3.6. Documents Establishing Conformity of the Goods and Services

1.3.6.1. The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:

- (a) 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;
- (b) A commentary on the Purchaser's Specification and adequate evidence demonstrating the substantial responsiveness of the plant and services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Purchaser in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

#### 1.3.7. Bid Prices

1.3.7.1. Unless otherwise specified in the **BDS** and/or Section 3 (Purchaser's Requirements), bidders shall quote for the entire scope of supply and services on a "single responsibility" basis such that the total bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement, delivery, and completion of the entire scope.

1.3.7.2. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. No deviation in this regard normally, shall be accepted.

1.3.7.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 2 (Bidding Forms). Separate numbered Schedules included in Section 2 (Bidding Forms) shall be used for each of the following elements. The total amount from each Schedule (1, 1A & 2) shall be summarized in a Grand Summary (Schedule 3, if provided) giving the total bid price(s) to be entered in the Bid Form. In case of e-tender, the bidder shall fill up the Price schedules as provided in the online tender.

1.3.7.4. In the Schedules, bidders shall give the required details and a breakdown of their prices as called for in these Schedules.

1.3.7.5. The prices shall be either fixed or adjustable as specified in the BDS.

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



- (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section 2 (Bidding Forms).

### 1.3.8. Period of Validity of Bids

- 1.3.8.1. Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period **shall be rejected** by the Purchaser as non-responsive.
- 1.3.8.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with **ITB Clause1.3.9**, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

### 1.3.9. Bid Security

- 1.3.9.1. The Bidder shall furnish as part of its bid, in original form, a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**.
- 1.3.9.2. The bid security shall be paid online as per e-tender portal([www.assamtenders.gov.in](http://www.assamtenders.gov.in))
- 1.3.9.3. Bids not complying with **ITB Clause1.3.9.1** and **ITB Clause1.3.9.2**, **shall be rejected** by the Purchaser as **non-responsive**.
- 1.3.9.4. The bid security of the successful Bidder shall be returned as per the policies of e-tender portal
- 1.3.9.5. The bid security of unsuccessful Bidders shall be returned as per the policies of e-tender portal
- 1.3.9.6. The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB Clause1.3.8.2**or
  - (b) if the successful Bidder fails to:
    - (i) Sign the Contract in accordance with **ITB Clause1.6.1**; or
    - (ii)Furnish a performance security in accordance with **ITB Clause1.6.2**.

### 1.3.10. Format and Signing of Bid

- 1.3.10.1. The Bidder shall prepare one copy of the Technical Bid and one copy of the Price Bid comprising the Bid as described in **ITB Clause 1.3.3**
- 1.3.10.2. The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and Clause 1.5.4.4 and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialised by the person signing the bid.
- 1.3.10.3. A bid submitted by a JV shall be signed so as to be legally binding on all partners.
- 1.3.10.4. Any interrelations, erasures, or overwriting shall be valid only if they are signed or initialised by the person signing the bid.

### 1.4.0 Submission and Opening of Bids

#### 1.4.1. On-line submission of Bids

- 1.4.1.1. The Technical as well as Price Bid should be submitted through online portal only.
- 1.4.1.2. For Technical bid, all forms and supporting documents as required by ITB Clause 1.3.2 and duly signed and stamped as per ITB Clause 1.3.10 are to be uploaded to the e-tendering portal. The documents are to be uploaded in pdf format and each file should not exceed 5 MB in size. In case a document is more than 5 MB in size, the same may be split to make the size below 5 MB. Provision for uploading of .rar files is also available.
- 1.4.1.3. The Price Bid must be submitted in the Price Schedule provided on the e-tendering portal as per the online format.

#### 1.4.2. Deadline for Submission of Bids

- 1.4.2.1. Bids shall be received **ONLINE** only on or before the date and time indicated in the **BDS**.
- 1.4.2.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB Clause 1.2.3**, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### 1.4.3. Late Bids

- 1.4.3.1. The e-tendering portal shall allow the bidders to submit bids up to the date and time specified in ITB Clause 1.4.2 as per Server Clock. Bidders are advised to submit their bids well in advance of the deadline for submission of bids to avoid any last minute difficulties.

#### 1.4.4. Withdrawal, Substitution, and Modification of Bids

- 1.4.4.1. E-tendering portal shall allow modification of bids any time before the deadline for Bid Submission. A bidder may withdraw its bid, by sending a written notice duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 1.3.10.1**, Notices must be received by the purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause 1.4.2**.
- 1.4.4.2. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

**1.4.5. Bid Opening**

**1.4.5.1.** The Purchaser shall conduct the opening of Technical Bids through online process at the address, date and time specified in the BDS. The Bid Opening Committee shall open the bids received online in the presence of Bidders` designated representatives who choose to attend. The Price Bids will remain unopened until the specified time of their opening.

**1.4.5.2.** First, physical envelopes marked "WITHDRAWAL" shall be opened and read out and the corresponding bid shall not be considered/ rejected with comments. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal duly signed by an authorized representative and is read out at bid opening.

**1.4.5.3.** All the Technical Bids shall be opened one at a time, and the following read out and recorded

- a. the name of the Bidder;
- b. the presence of a Bid Security, if required; and
- c. any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No bid shall be rejected at the opening of Technical Bids except for withdrawn bids.

**1.4.5.4.** The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal and alternate proposals and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders` representatives who are present shall be requested to sign the record. The omission of a Bidder`s signature on the record shall not invalidate the contents and effect of the record

**1.4.5.5.** At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

**1.4.5.6.** The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder`s representatives who are present shall be requested to sign a register evidencing their attendance.

**1.4.5.7.** All the Price Bids shall be opened one at a time and the following read out and recorded:

- a) the name of the Bidder;
- b) the Bid Prices, including any discounts and alternative offers; and
- c) any other details as the Purchaser may consider appropriate.

Only Bid Prices and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

**1.4.5.8.** The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts. The Bidders` representatives who are present shall be requested to sign the record. The omission of a Bidder`s signature on the record shall not invalidate the contents and effect of the record

## 1.5.0 Evaluation and Comparison of Bids

### 1.5.1. Confidentiality

Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process.

1.5.1.1. Any attempt by a Bidder to influence the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

1.5.1.2. Notwithstanding **ITB Clause 1.5.1.1**, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing duly signed by an authorized representative.

### 1.5.2. Clarification of Bids

1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for clarification of its bid or to resubmit any shortfall documents. However, the following may be noted in this regard.

- Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered.
- All clarifications or **shortfall documents shall be submitted through the e-tendering portal only**. No other means of communication shall be considered unless specified otherwise.
- No change in the substance of the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with **ITB Clause 1.5.9**.
- If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

### 1.5.3. Deviations, Reservations, and Omissions

1.5.3.1. During the evaluation of bids, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

### 1.5.4. Preliminary Examination of Technical Bids

1.5.4.1. The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in **ITB Sub-Clause 1.3.3.2** have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, **the Bid may be rejected**.

1.5.4.2. The Purchaser shall confirm that the following documents and information have been provided both as hard copies and along with Technical Bid in the e-tendering portal. If **hard copies** of any of these documents or information are not submitted by the bidder within the specified time, the offer **shall be rejected**.

- a) **Letter of Technical Bid;**

- b) **Written confirmation of authorization to commit the Bidder (i.e. Notarized Power of Attorney)**
- c) **Bid Security**
- d) **Tender Processing Fee to be deposited online via e-tender portal**
- e) **Notarized JV agreement (if applicable).**

#### **1.5.4.3. Preliminary Requirement of Opening of Technical BIDS**

The bidder should submit hard copies of documents mentioned in clause 1.5.4.2 (a), (b), (c), (d)& (e) in separate physical envelope 2(two) hours prior to bid submission deadline.

#### **1.5.4.4. The aforementioned Power of Attorney in Clause 1.5.4.2 (b) should be duly signed by:**

- CEO/MD/CMD or Board Resolution in case of **Company**
- Lead Partner in case of Partnership Firm
- Proprietor in case of Proprietorship Firm

#### **1.5.5. Responsiveness of Technical Bid**

##### **1.5.5.1. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in *ITB Clause1.3.3*.**

##### **1.5.5.2. A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,**

###### **a) if accepted, would:**

- (i). affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or
- (ii). limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

###### **b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.**

##### **1.5.5.3. The Purchaser shall examine the technical aspects of the Bid submitted in accordance with *ITB Clause1.3.6*, Technical Proposal, in particular to confirm that all requirements of Section 3 (Purchaser's Requirements) have been met without any material deviation or reservation.**

##### **1.5.5.4. If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.**

#### **1.5.6. Non material Nonconformity**

##### **1.5.6.1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.**

##### **1.5.6.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non conformity in the Bid related to documentation requirements. Requesting information or documentation on such non conformity shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.**

##### **1.5.6.3. Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to**

reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Appendix-2 of ITB (Evaluation and Qualification Criteria)**.

#### **1.5.7. Detailed Evaluation of Technical Bids**

**1.5.7.1.** The Purchaser will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:

- a) overall completeness and compliance with the Purchaser's Requirements; deviations from the Purchaser's Requirements; conformity of the goods and services offered with specified performance criteria; suitability of the goods and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
- b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- c) Other relevant factors, if any, listed in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.

#### **1.5.8. Eligibility and Qualification of the Bidder**

**1.5.8.1.** The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.

**1.5.8.2.** The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to relevant **ITB Clause**.

#### **1.5.9. Correction of Arithmetical Errors**

**1.5.9.1.** During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:

- a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- b) where there are errors between the total of the amounts of Schedule Nos. 1, 1(a), 2 and the grand summary(if provided) the former shall prevail and the latter will be corrected accordingly; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**1.5.9.2.** If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.

#### **1.5.10. Evaluation of Price Bids**

**1.5.10.1.** The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used.

**1.5.10.2.** To evaluate a Price Bid, the Purchaser shall consider the following:

- a) the bid price, including taxes, as quoted in the Price Schedules;
  - b) price adjustment for correction of arithmetical errors in accordance with **ITB Clause**1.5.9.1; and
  - c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).
- 1.5.10.3.** If price adjustment is allowed in accordance with **ITB Clause**1.3.7.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 1.5.11. Comparison of Bids**
- 1.5.11.1.** The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with **ITB Clause 1.5.10.2**.
- 1.5.12. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids**
- 1.5.12.1.** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 1.6.0 Award of Contract**
- 1.6.1. Award Criteria**
- 1.6.1.1.** The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 1.6.2. Notification of Award**
- 1.6.2.1.** Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Contractor in consideration of the execution and completion of the plant and services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 1.6.2.2.** Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 1.6.3. Signing of Contract**
- 1.6.3.1.** Within **fifteen (15) days** of receipt of the Letter of Acceptance, the successful Bidder shall be required to sign the Contract Agreement.
- 1.6.3.2.** The contract signing shall take place at the premises of the Purchaser.
- 1.6.4. Performance Security**
- 1.6.4.1.** Within **ten (10) days** of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in **Appendix – 4, Section 6 (Contract Forms)**, or another form acceptable to the Purchaser.
- 1.6.4.2.** Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.



## APPENDIX TO ITB – 1

### Bid Data Sheet (BDS)

#### A. Introduction

ITB 1.1.1.1	The number of the <b>IFB</b> is: AEGCL/MD/VIDEO CONFERENCING/COMM/2019/02(R)
	The Purchaser is: <b>Assam Electricity Grid Corporation Limited.</b>
	<p>The name of the Bid is:</p> <p><b>“TURNKEY SOLUTION FOR SUPPLY, INSTALLATION, COMMISSSIONING, TESTING, ACTIVE &amp; PASSIVE COMPONENTS FOR SETTING-UP OF VIDEO CONFERENCING SYSTEM WITH FIVE (5) YEARS OF COMPREHENSIVE WARRANTY AT COMMUNICATION AND NETWORK MANAGEMENT CENTRE (CNMC) AND 15 OTHER AEGCL SITES ALONG WITH TURNKEY CONSTRUCTION OF 15 SEATER CONFERNCE ROOM AT CNMC, KAHILIPARA AS PER TECHNICAL SPECIFICATION ”</b></p> <p><b>The Identification Number of the Bid is:</b> AEGCL/MD/VIDEO CONFERENCING/COMM/2019/02(R)</p>
ITB 1.2.2.1	<p>For <b>clarification purposes</b> only, the Purchaser’s address is:</p> <p><b>The Chief General manager (PP&amp;D), AEGCL</b>  Street Address: <b>Bijulee Bhawan, Paltanbazar</b>  Floor/Room number: <b>First Floor</b></p> <p>City: <b>Guwahati</b>  PIN Code: <b>781001</b>  Country: <b>India</b>  Telephone: +91 361 2739520</p> <p>Electronic mail address: <a href="mailto:cgmmt.aegcl@gmail.com">cgmmt.aegcl@gmail.com</a> (Subject: <b>VC AEGCL SITES</b>)</p>
ITB 1.2.2.4	Pre-Bid Meeting will be held as specified in the Notice Inviting Tender(NIT). Pre-bid meeting will be held at AEGCL, 1 <sup>st</sup> Floor, Bijulee Bhawan, , Paltanbazar, Guwahati-01
ITB 1.3.3.2(g)	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> <li>1. Guaranteed and other Technical Particulars as required in Section 3, ‘Purchaser’s Requirements’</li> <li>2. Manufacturer’s Authorization (if applicable).</li> </ol>
ITB 1.3.7.1	Unless otherwise specifically indicated in the Section 3 (Purchaser’s Requirements), bidders shall quote for the entire plant and services on ‘single responsibility basis’.
ITB 1.3.7.5	The prices quoted by the Bidder shall be <b>FIXED for entire period of the Contract.</b>
ITB 1.3.8.1	The bid validity period shall be <b>180 (One Hundred and Eighty)</b> days.
ITB 1.3.9.1	<b>The Bidder shall furnish a bid security amounting to Rs.6,00,000/-</b>



ITB 1.3.10.1	The bidding is through E-tendering portal and received online, a bidder has to submit any document in hard copy if asked by the Purchaser.
ITB 1.3.10.1	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a written confirmation of Authorization to sign on behalf of the Bidder shall consist of <b>Notarized Power of Attorney</b> .
ITB 1.4.2.1	<p>For <b>bid submission purposes</b> only,  <b>(E-tenders shall be accepted through online portal <a href="http://assamtenders.gov.in">http://assamtenders.gov.in</a> only)</b></p> <p>The purchaser's address is:  Attention: <b>The Chief General manager (PP&amp;D), AEGCL</b>  Street Address: <b>Bijulee Bhawan, Paltanbazar</b>  Floor/Room number: <b>First Floor</b>  City: <b>Guwahati</b>  PIN Code: <b>781001</b></p> <p><b>The deadline for bid submission is</b>  Date: <b>14.02.2020</b>  Time: - <b>14.00</b>      <b>Hours</b></p>
ITB 1.4.5.1	<p>The bid opening of Technical Bids shall take place at</p> <p><b>Office of The Managing Director, AEGCL</b>  Street Address: <b>Bijulee Bhawan, Paltanbazar</b>  Floor/Room number: <b>First Floor</b>  City: <b>Guwahati (Assam)</b>  PIN Code: <b>781001</b>  Country: <b>India</b>  Date: <b>15.02.2020</b>  Time: <b>14:00 Hours</b></p>

## APPENDIX TO ITB - 2

### Evaluation and Qualification Criteria (ECQ)

This Appendix contains all the criteria that the Purchaser shall use to evaluate bids and qualify Bidders. In accordance with ITB 1.5.7 and ITB 1.5.8, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 2 (Bidding Forms).

#### Table of Criteria

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## 1. Evaluation

### 1.1 Technical Evaluation

In addition to the criteria listed in ITB 1.5.7.1 (a) – (c), no other factor shall apply.

### 1.2 Economic Evaluation

Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.” Bid prices quoted by bidders shall remain unaltered.

#### 1.2.1 Quantifiable Deviations and Omissions

*Quantifiable Deviations and Omissions from the contractual obligations:* No financial assessment shall be made by the Purchaser for deviations and omissions from the requirements of the Bidding Document. All such deviations, omissions or reservations shall be dealt with in accordance with ITB Clauses 1.5.5.2, 1.5.5.3, 1.5.5.4, 1.5.6.1, 1.5.6.2, 1.5.6.3, 1.5.7.1(a) and 1.5.9.

### 1.3 Time Schedule

Time to complete Works from the Commencement Date specified in **Article 3** of the Contract Agreement for determining time for completion of the works is **6 (Six) months** from date of signing the contract. Bids not meeting the above time schedule shall be rejected. However, no credit will be given for earlier completion.

### 1.4 Specific additional criteria

- a) The vendor should have experience of successfully commissioning such jobs in Government organizations / PSUs during the past 3 (three) years. Documentary evidence in form of Customer Satisfaction/Completion Certificate has to be provided.
- b) The vendor should have an established office at Guwahati for at least 5 (five) Years from the date of issuance of this tender. Documentary evidence has to be provided.
- c) The vendor should have completed at least 1 (one) job of similar nature in any Government organisation / PSU in the past three years of a value not less than INR 2,50,00,000.00 (Rupees Two Crore and Fifty Lakhs) in a single work order or 2 (two) jobs of similar nature in any Government organization / PSU in the past three years of a value not less than INR 1,50,00,000.00 (Rupees One Crore and Fifty Lakhs) per work/supply order. Documentary evidence has to be provided.
- d) The vendor has to be an authorized distributor/reseller/system integrator. Ink signed letter of Authorization from the Original Equipment Manufacturer, specific to this tender has to be provided.
- e) Ink Signed undertaking from Original Equipment Manufacturer regarding the Warranty of the items to be supplied has to be provided.
- f) The minimum turnover of the vendor (Lead Partner, in case of Joint Venture partnership) during the last financial year should not be less than 4,35,00,000.00 (Rupees Four Crore Thirty Five Lakhs). Documentary evidence has to be provided.
- g) Audited Financial Statements/Balance sheet for the last 3 (three) years has to be provided.
- h) The vendor has to provide an undertaking mentioning Non-Black-Listing by any Government organizations / PSUs.
- i) The vendor/manufacturer has to have Service Centre in Guwahati. Any service issue in Guwahati has to be addressed within 24 Hours from the time of reporting. Any service issue outside Guwahati has to be addressed within 36 Hours from the time of reporting. Undertaking regarding the same has to be provided.
- j) The project has to be executed on a Turn Key basis.
- k) Joint Venture/Consortium shall be allowed for the tender. However, the notarized Joint Venture/Consortium Agreement has to be enclosed along with the bid. Consortium/JV limited to **three**

vendors only may form a “Joint Venture” among themselves having the required expertise/experience and submit the offer. The **Format & Terms for Joint Venture/Consortium Agreement** is given in **Annexure – 6** to be printed on non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed.

The consortia partners in no case can bid individually.

## 2.0 Qualification

Qualification of bidder will be based on meeting the minimum pass / fail criteria specified below

### 2.1 General

The Bidder must satisfy the requirement of ITB Sub-Clause 1.1.2 and shall submit necessary document as per the said Clause.

- 2.1.1** The Bidder who is not a manufacturer of equipment(s) as required for in this bid for execution of the works shall submit a certificate of being an authorised dealer/distributor/agent of the manufacturer. ***In case, the Bidder is an authorised dealer/distributor/agent, the bidder must submit with the bid, an undertaking using ‘Form-MA’ (Manufacturer’s Authorisation), Section-2 (Bidding Form).***

### 2.2 Pending Litigation:

Using the ‘Form LIT– 1’ (Section 4, Bidding Form), bidder shall list all Pending Litigation.

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than **50% percent** of the Bidder’s net worth.

### 2.3 Financial Situation

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			
Requirement		All Partners Combined	Each partner	One partner	Submission Requirements

#### 2.3.1 Historical Financial Performance

Submission of audited balance sheets or other financial statements acceptable to the Purchaser, for the last <b>3 (three)</b> years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder’s net worth calculated as the difference between total assets minus outside liabilities should be positive. <i>Bidder should furnish necessary documents to show that the firm has access to, or has available, liquid assets, unencumbered real assets, line of credit and other financial means (inter alia including a Guarantee or an undertaking from a Bank or financier).</i>	Must Meet Requirement	Not Applicable	Must Meet Requirement	Not Applicable	Form ‘FIN-1’ With attachments
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**2.3.2 Average Annual Turnover.**

Minimum <b>average annual turnover</b> of <b>Rs.4,35,00,000/-</b> calculated as total certified payments received for contracts in progress or completed, <b>for the last three years.</b>	Must Meet Requirement	Must Meet Requirement	25% Minimum	Must meet 40% of the requirement (lead partner)	Form 'FIN-2'
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**2.3.3 Financial Resources/Cash Flow**

Using Forms <b>FIN – 3</b> Section 4 (Bidding Forms) the Bidder must 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 the <b>cash-flow requirement, of Rs.36,00,000/- (in flow).</b> <i>Cash-flow statement must be submitted in the format prescribed by the ICAI in addition to FIN-3.</i>	Must Meet Requirement	Must Meet Requirement	25% Minimum	Must meet 40% of the requirement (lead partner)	Form 'FIN-3'
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**2.4 Experience**

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			
Requirement		All Partners Combined	Each partner	One partner	Submission Requirements

**2.4.1 General Experience**

Experience as a contractor/Partner in a JV/ subcontractor/forsimilar work(s)/ contract(s) in last <b>5 (FIVE)</b> years as on bid submission deadline.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form EXP- 1
--	-----------------------	----------------	-----------------------	----------------	-------------

**2.4.2 Specific Experience****(a) Contracts of Similar Size and Nature**

The vendor should have completed at least 1 (one) job of similar nature in any Government organisation /	Must meet requirement	Must meet requirement	Not applicable	Not Applicable	Form EXP – 2
--	-----------------------	-----------------------	----------------	----------------	--------------

PSU in the past three years of a value not less than INR 2,50,00,000.00 (Rupees Two Crore and Fifty Lakhs) in a single work order or 2 (two) jobs of similar nature in any Government organisation / PSU in the past three years of a value not less than INR 1,50,00,000.00 (Rupees One Crore and Fifty Lakhs) per work/supply order. Documentary evidence has to be provided.					
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## 2.5 PERSONNEL CAPABILITY

The personnel engaged by the Bidder for execution of the work must be suitably qualified to fill positions required for contract implementations. The Bidder shall supply information of the key personnel, design & engineering staff, support staff, field staff.

## 2.6 EQUIPMENT CAPABILITY

The bidder should have experience in supply and commissioning of all types of **Audio Visual Solution, Conference Room/Hall Solution, and Networking Solution.**

## Section - 2

# BIDDING FORMS

*This Section contains the forms that are to be completed by the Bidder and submitted as part of his Bid.*

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2 Letter of Price Bid .....	25
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**1 Letter of Technical Bid**

[Bidder's Letterhead]

Date: .....

Bid Identification No (s): .....

: .....

: .....

: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;
- (b) We offer to design, manufacture, test and deliver, in conformity with the Bidding Document the following Goods and Related Services: . . . . .
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

Name .....

In the capacity of .....

Signed .....

.....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

.....



2 Letter of Price Bid

(NOT REQUIRED FOR E-TENDERING)

[Bidder's Letterhead]

Date: .....

Bid Identification No: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

- (i). We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;
- (ii). We offer to design, manufacture, test and deliver in conformity with the Bidding Document the following Goods and Related Services: . . . . . ;
- (iii). The total price of our Bid is the sum of: .....,
- (iv). Discount offered (if any) for (i) Supply (Schedule 1) .....%, and (ii) Related Services (Schedule 2, F& I,).....%
- (v). Our bid shall be valid for a period of ..... days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (vi). If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (vii). We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (viii). We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

### 3 Price Schedules

#### PREAMBLE

##### General

1. The Price Schedules are divided into separate Schedules as follows:  
Schedule No. 1: Schedule of Quantity
2. The entered rates and prices shall be deemed to cover the full scope as specified in the bidding document, including overheads and profit.
3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with **ITB 1.2.2** prior to submitting their bid.

##### Pricing

4. Prices shall be filled in indelible ink/on-line and no alterations shall be allowed after bid submission.
5. Bid prices shall be quoted on-line in the manner indicated in Schedules.  
As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.  
Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Purchaser's Requirements) or elsewhere in the Bidding Document.

##### NOTE:

1. The Price Schedules as mentioned above, have been provided in the Volume 2 of this bidding document.
2. For E-Tendering these forms are indicative only. All prices to be filled in the price schedule provided in the e-tendering portal only.

**4 Format of Bid Security (NOT APPLICABLE, TO BE PAID ONLINE)**

**Bank Guarantee**

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

..... **Bank's Name and Address of Issuing Branch or Office** .....

**Beneficiary:** ..... **Name and Address of Purchaser** .....

**Date:** .....

**Bid Security No.:** .....

We have been informed that . . . . . **name of the Bidder**. . . . . (Hereinafter called "the Bidder") has submitted to you its bid dated . . . . . (Hereinafter called "the Bid") for the execution of . . . . . **Name & Identification No of Bid** . . . . . under Invitation for Bids No. . . . . ("The IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . **name of Bank**. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . **amount in figures** . . . . . (. . . . . **amount in words** . . . . . ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

..... **Bank's seal and authorized signature(s)** .....

**Note: All italicized text is for use in preparing this form and shall be deleted from the final document**

### 5 Contract Execution Schedule

*The Bidder shall indicate here his proposed Contract Execution Schedule in the form of Bar chart/pert chart showing the critical milestones. The Schedule shall match with the time for completion specified.*

## 6 Bidders Qualification

To establish its qualifications to perform the contract in accordance with Appendix 2 of ITB (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

## 6.1 Form ELI - 1: Bidder's Information Sheet

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address</b>	
<b>Bidder's authorized representative</b> <small>(name, address, telephone numbers, fax numbers, e-mail address)</small>	
<b>Attached are copies of the following original documents.</b>	
<input type="checkbox"/> 1. In case of single entity/firm, documents, in accordance with ITB 1.1.2.1.	
<input type="checkbox"/> 2. In case of single Company, documents, in accordance with ITB 1.1.2.2.	

### 6.2 Form LIT - Pending Litigation

Each Bidder must fill in this form

<b>Pending Litigation</b>			
<input type="checkbox"/> No pending litigation in accordance with Criteria 2.1.3 of Appendix 2 of ITB (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.1.3 of Appendix 2 of ITB(Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in Rupees	Value of Pending Claim as a Percentage of Net Worth

### 6.3 Form FIN - 1: Financial Situation

Each Bidder must fill in this form

Financial Data for Previous 3 Years [Rupees]		
Year 1:	Year 2:	Year 3:

#### Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

#### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



**6.4 Form FIN - 2: Average Annual Turnover**

Each Bidder must fill in this form

<b>Annual Turnover Data for the Last 3 Years</b>		
<b>Year</b>	<b>Amount (Rupees)</b>	
<b>Average Annual Turnover</b>		

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for contracts in progress or completed.

### 6.5 Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in **Appendix 2 of ITB** (Evaluation and Qualification Criteria) with necessary supporting documents.

Financial Resources		
No.	Source of financing	Amount (Rupees)
1		
2		
3		



**6.7 Form EXP – 2: Specific Experience**

Fill up one (1) form per contract.

<b>Contract of Similar Size and Nature</b>			
<b>Contract No. ....of .....</b>	<b>Contract Identification</b>		
<b>Award Date</b>		<b>Completion Date</b>	
<b>Role in Contract</b>	<input type="checkbox"/> <b>Contractor</b>		<input type="checkbox"/> <b>Subcontractor</b>
<b>Total Contract Amount</b>	<b>(Rupees)</b>		
<b>Purchaser's Name</b> <b>Address</b> <b>Telephone/Fax Number</b> <b>E-mail</b>			
<b>Description of the similarity in accordance with Criteria 2.4.2 /2.5 of Section 3</b>			
<b>1. Brief Specification of Goods supplied</b> <b>2. Date of commissioning.</b>			
<b>Attached are copies of the following original documents.</b>			
<input type="checkbox"/> 1. Type Test Certificates. (Not older than five years on the date of Technical Bid opening) <input type="checkbox"/> 2. Recent performance certificates (Not older than five years on the date of Technical Bid opening) <input type="checkbox"/> 3. Copy of the Contract Document.			

## 7 Manufacturer's Authorization

**[The Bidder, in pursuant to ECQ Clause 2.1.2 (if applicable) shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. Please refer to notes at bottom]**

(Manufacturer's Letterhead)

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid No.: *[insert number of bidding process]*

**To: *[Insert: full name of Purchaser]***

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 5.9.0** 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 5.8.0**. 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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

- The Manufacturer’s Authorization may be produced as in the format above or as per Manufacturer’s Standard format mentioning our terms.

In the capacity of [*insert: title of position or other appropriate designation*] (*and this should be signed by a person having the power of attorney to legally bind the manufacturer*).

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

**Notes:**

1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having **authority to sign on behalf of the Manufacturer** to legally bind the Manufacturer. It shall be included by the bidder in its bid.

## **Section - 3**

### **Employer's Requirements**

(This Section contains the Technical Requirements and supplementary information that describe the Goods and Related Services)

## Section 3

### Employer's Requirements

#### 3.1.0 Scope of Works

3.1.1. The ASSAM ELECTRICITY GRID CORPORATION LIMITED, herein after referred to as AEGCL or Employer, will receive bids for the following work on turnkey basis:

(a) **Project Details:**

Sl. No.	Description
1	TURNKEY SOLUTION FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING, ACTIVE & PASSIVE COMPONENTS FOR SETTING-UP OF VIDEO CONFERENCING SYSTEM WITH FIVE (5) YEARS OF COMPREHENSIVE WARRANTY AT COMMUNICATION AND NETWORK MANAGEMENT CENTRE (CNMC) AND 15 OTHER AEGCL SITES ALONG WITH TURNKEY CONSTRUCTION OF 15 SEATER CONFERENCE ROOM AT CNMC, KAHILIPARA AS PER TECHNICAL SPECIFICATION

(b) **Scope of Works:** - The scope of works briefly covers the following:

1. Supply, installation, commissioning, testing, active & passive components for setting-up of video conferencing system with five (5) years of comprehensive warranty.
2. Construction of 15 seater conference room at CNMC, Kahilipara with all required Video Conferencing setup.

3.1.2. The scope of supply of plant and services in details are covered in **Volume-2 (Technical Specification)** of this Bidding Document.

3.1.3. **The Bill of Quantities for indicative purposes is furnished in (Vol-2) of this bidding document. The BOQ is as per BOQ Schedules attached in the online e-tender document.**

3.1.4. **It is also responsibility of the Contractor to obtain any road permits and any other permits or licenses to execute the works.**

3.1.5. **The items mentioned in these Annexures shall only be used while quoting the bid prices. If any item which is not specifically mentioned in these Annexures but required to complete the works as per Specification shall deemed to be included in any of the items of these Annexures.**

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

#### 3.2.0 Contractor to Inform Himself Fully

3.2.1. The contractor should ensure that he has examined the Specifications and Schedules as brought out in this Section as well as other Sections of The Bidding document and has satisfied himself as to all the conditions and circumstances affecting the contract price and fixed his price according to his own views on these matters and acknowledge that no additional allowances except as otherwise provided therein will be levied.



3.2.2. The Employer shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contractor in writing by the Employer.

### 3.3.0 Service Conditions

3.3.1. The plant and materials supplied shall be suitable for operation under the following climatic and other conditions:

- a) Peak ambient day temperature in still air : 45°C
- b) Minimum night temperatures : 0°C
- c) Reference ambient day temperature : 45°C
- d) Relative Humidity a) Maximum : 100 %
- b) Minimum : 10 %
- e) Altitude : Below 1000 M above MSL
- f) Maximum wind pressure : As per IS: 802 latest code.
- g) Seismic Intensity : ZONE-V as per IS 1893.

### 3.4.0 Standards

3.4.1. The equipment covered under this bidding document shall, unless otherwise stated be designed, constructed and tested in accordance with the latest revisions of relevant Indian Standards and shall conform to the regulations of local statutory authorities.

3.4.2. In case of any conflict between the standards and this specification, this specification shall govern.

3.4.3. Equipment conforming to other international or authoritative Standards which ensure equivalent or better performance than that specified under Clause 3.4.0 above shall also be accepted. In that case relevant extracts of the same shall be forwarded with the bid.

### 3.5.0 Drawings and Documents for Approval

3.5.1. All necessary drawings and documents required for completion of the project is to be submitted by the contractor for approval. The drawings provided with bid (if any) are for indicative purpose only and fresh drawings are to be prepared by the contractor as per actual site condition after survey. The drawings and documents are to be approved by AEGCL.

All drawings submitted by the Contractor including those submitted at the time of Bid shall be with sufficient detail to indicate the type, size, arrangement, dimensions, material description, Bill of Materials, weight of each component break-up for packing and shipment, fixing arrangement required, the dimensions required for installation and any other information specifically requested in these specifications.

3.5.2. Each drawing submitted by the Contractor shall be clearly marked with the name of the Employer, the specification title, the specification number and the name of the Project. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be to the scale and in S.I. units.

3.5.3. The drawings submitted for approval to the Employer shall be in quadruplicate. One print of such drawings shall be returned to the Contractor by the Employer marked "approved/approved with corrections". The contractor shall there upon furnish the Employer additional prints as may be required along with one reproducible in original of the drawings after incorporating all corrections.

3.5.4. The Contractor shall perform the work strictly in accordance with these drawings and no deviation shall be permitted without the written approval of the Employer, if so required.

3.5.5. All manufacturing, fabrication and erection work under the scope of Contractor prior to the approval of the drawings shall be at the Contractor's risk. The contractor may make any changes in the design which are

necessary to conform to the provisions and intent of the contractor and such changes will again be subject to approval by the Employer.

3.5.6. The approval of the documents and drawings by the Employer shall mean that the Employer is satisfied that:

a) The Contractor has completed the part of the Works covered by the subject document (i.e. confirmation of progress of work).

b) The Works appear to comply with requirements of Specifications.

In no case the approval by the Employer of any document does imply compliance with neither all technical requirements nor the absence of errors in such documents. If errors are discovered any time during the validity of the contract, then the Contractor shall be responsible of their consequences.

3.5.7. All Designs/Drawings/Calculations/Data submitted by the contractor, from time to time shall become the property of the Employer and Employer has the right to use or replicate such designs for future contracts / works without the permission of the Contractor. The Employer has all rights to use/ offer above designs/drawings/data sheets to any other authority without prior Permission of the Contractor.

### **3.6.0 Final Drawings and Documents**

3.6.1. The successful Contractor shall require to provide following drawings and documents in printed form:

(a) All approved drawings (AS BUILD) of equipment and works

(b) Instruction manuals of all related equipment in three (3) copies.

These instruction manuals shall generally consist of-

(i) Operation Manuals,

(ii) Maintenance Manuals

(c) Copies of routine test reports of relevant equipment.

(d) Final Guaranteed and Other technical particulars of relevant equipment.

3.6.2. In addition to the above the Contractor shall provide three (3) sets of all the drawings and documents to Employer in printed form for his reference and record.

### **3.7.0 Employer's Supervision**

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

3.7.2. The manufacturing of the product shall be carried out in accordance with the specifications. The scope of the duties of the Employer, pursuant to the contract, will include but not be limited to the following.

- a. Interpretation of all the terms and conditions of these Documents and Specifications.
- b. Review and interpretation of all the Contractors drawings, engineering data etc.
- c. Witness or authorize his representative to witness tests at the manufacturer's works or at site, or at any place where work is performed under the contract.
- d. Inspect, accept or reject any equipment, material and work under the Contract, in accordance with the Specifications.
- e. Issue certificate of acceptance and/or progressive payment and final payment certificate.
- f. Review and suggest modification and improvement in completion schedules from time to time, and

**3.8.0 Guaranteed Technical Particulars**

- 3.8.1. The Guaranteed Technical Particulars of the various items shall be furnished by the Bidders with the Technical Bid in the prescribed Schedules attached in Volume-2 of the bidding document. The Bidder shall also furnish any other information's as in their opinion is needed to give full description and details to judge the item(s) offered by them.
- 3.8.2. The data furnished in Guaranteed Technical Particulars should be the minimum or maximum value (as per the requirement of the specification) required. A Bidder may guarantee a value more stringent than the specification requirement. However, for testing purpose or from performance point of view, the material shall be considered performed successfully if it achieves the minimum/maximum value required as per the technical specification. No preference what so ever shall be given to the bidder offering better/more stringent values than those required as per specification except where stated otherwise.

**3.9.0 Construction Tools, Equipment Etc.**

- 3.9.1. The Contractor shall provide all the construction equipment, tools, tackle and scaffoldings required for construction, erection, testing and commissioning of the works covered under the Contract. He shall submit a list of all such materials to the Employer before the commencement of work at site. These tools and tackle shall not be removed from the site without the written permission of the Employer.

**3.10.0 Materials Handling and Storage**

- 3.10.1. All the supplies under the Contract as well as Employer supplied items (if any) arriving at site shall be promptly received, unloaded and transported and stored in the stores by the Contractor.
- 3.10.2. Contractor shall be responsible for examining all the shipment and notify the Employer immediately of any damage, shortage, discrepancy etc. for the purpose of Employer's information only. The Contractor shall submit to the Employer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/or in storage and erection at site. Any demurrage, and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.
- 3.10.3. The Contractor shall maintain an accurate and exhaustive record-detailing out the list of all items received by him for the purpose of erection and keep such record open for the inspection of the Employer.
- 3.10.4. All items shall be handled very carefully to prevent any damage or loss. The materials stored shall be properly protected to prevent damage. The materials from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such materials at Site.
- 3.10.5. All the materials stored in the open or dusty location must be covered with suitable weather-proof and flameproof covering material wherever applicable.
- 3.10.6. The Contractor shall be responsible for making suitable indoor storage facilities, to store all items/materials, which require indoor storage.
- 3.10.7. The Contractor shall have total responsibility for all equipment and materials in his custody, stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

### **3.11.0 Contractor's Materials brought on to Site**

- 3.11.1. The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the work under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Employer, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 3.11.2. The Employers shall have a lien on such goods for any sum or sums, which may at any time, be due or owing to him by the Contractor, under in respect of or by reasons of the Contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the Employer shall be at liberty to sell and dispose of any such goods, in such manner, as he shall think fit including public auction or private treaty.
- 3.11.3. After the completion of the Works, the Contractor shall remove from the Site under the direction of the Employer's site representative, the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Employer's site representative. If the Contractor fails to remove such materials within fifteen (15) days of issue of a notice by the Employer's site representative, the Employer's site representative shall have the liberty to dispose of such materials as detailed under clause **3.11.2** above and credit the proceeds thereto to the account of the Contractor.

### **3.12.0 Specification**

- 3.12.1. The technical specifications for plant and services are covered in a separate volume (***Volume-2, Technical Specification***) of this Bidding Document.

## **Section - 4**

### **General Conditions of Supply and Erection of AEGCL**

*This Section 'General Conditions of Supply and Erection of AEGCL' refers to the "General Conditions of Supply and Erection of AEGCL, 2009"*

*Whenever there is a conflict, the provisions in SCC or the other Sections of this document shall prevail over those in the 'General Conditions of Supply and Erection of AEGCL'.*

## Section - 5

### Special Conditions of Contract

*This Section 'SCC' is supplementary to Section -4 'General Conditions of Supply and Erection of AEGCL'.*

*Whenever there is a conflict, the provisions in this Section shall prevail over those in the 'General Conditions of Supply and Erection of AEGCL'.*

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## Section - 5

### Special Conditions of Contract

#### 5.1.0 DEFINITION OF TERMS

“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“Contract Documents” means the documents listed in Article 1.1 (Contract Document) of the Contract Agreement (including any amendments thereto).

“Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar month.

“Party” means the “Purchaser” or the “Supplier”, as the context requires.

“Purchaser” means the Assam Electricity Grid Corporation Limited (in short AEGCL) and its assignees.

The “Supplier” shall mean the bidder whose tender/ bid has been accepted by the “Purchaser” and shall include the bidder’s legal representatives, successors and assignees.

“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

“Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

“Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

The “Specification” shall mean the “Purchaser’s Requirements”.

“Supplier” means the natural person, a company/firm, or a combination of these, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

#### 5.1.0 CONTRACT DOCUMENTS

- 5.1.1. Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

#### 5.2.0 LEGAL JURISDITCTION

- 5.2.1. For any litigation arising out of the contract which cannot be resolve through mutual agreement or through Arbitration the honorable Guwahati High Court will have sole jurisdiction of all settlement.

**5.3.0 LANGUAGE**

5.3.1. The ruling language of the Contract shall be English.

**5.4.0 SCOPE OF SUPPLY**

5.4.1. The Goods and Related Services to be supplied shall be as specified in Schedule No. 1, 1(a) and 2 of Section -2, Bidding Forms.

5.4.2. Unless otherwise stipulated in expressly limited in the **Purchaser's Requirements**, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

**5.5.0 DELIVERY SCHEDULE**

5.5.1. For the purpose of determining the completion time of the Contract, the date on which the Supplier signs the Contract Agreement, shall be taken as Commencement Date of the contract.

5.5.2. The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and **Completion Schedule specified in the Article 3** of the Contract Agreement (Contract Forms) or within such extended time to which the Supplier shall be entitled under **SCC Clause 5.13.0** hereof.

**5.6.0 CONTRACT PRICE**

5.6.1. The Contract Price shall be as specified in **Article 2 (Contract Price)** of the Contract Agreement.

5.6.2. Unless an escalation clause is provided for in the **Article 2 (Contract Price)**, the Contract Price shall be a firm shall not subject to any alteration, except in the event of a Change in the Works or as otherwise provided in the Contract.

**5.7.0 TERMS OF PAYMENT**

5.7.1. The Contract Price shall be paid as specified in subsequent sub-clauses

5.7.2. Payment against Goods and F&I (Price Schedule 1& 1A) shall be made as follows: -

**A. Progressive Payments for supply & F&I items within the country :**

1. Within 60 (sixty) days from the date of submission of the invoice against supply, not more than 60% (sixty percent) payment of the total supply invoice value would be made on receipt and acceptance of materials in full and good condition. However, GST amount on invoice would be paid 100% or as per Govt. Rules.
2. Maximum, 10 (ten) Nos. of progressive supply invoices would be entertained.
3. Remaining 40% (forty percent) 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 of the project.
  - b) Remaining 50% of the supply amount would be paid on completion of 100% erection, testing and commissioning activities of the project, which should be certified by the project manager.

5.8.3 Payment against Installation and other services (Price Schedule2) shall be made as follows:-

**B. Progressive Payments for erection works:**

1. Within 60 (sixty) days from the date of submission of invoice against foundation, erection and civil works, not more than 80% (eighty percent) of the total verified invoice would be made. However, GST amount on invoice would be paid 100% or as per Govt. Rules.
2. Maximum 8 (eight) Nos. of progressive erection invoice/ bills would be entertained during entire erection work.
3. The 1<sup>st</sup> progressive erection invoice/ bill would be entertained on completion of 30% of total erection cost of the project.
4. Maximum 6 nos. of additional progressive erection invoice/bills would be entertained. Minimum value of each invoice should be 10% of the total ordered value for foundation, erection and civil works.
5. 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.

**5.8.4 Documents to be submitted with the invoice (For Turnkey Contract)**

Payment of invoice would be entertained subject to submission of the following documents with the invoice –

- (a) Unconditional acceptance of the Letter of Award and signed Contract Agreement, by the contractor for supply.
- (b) Detailed Supply Plan/Project Execution Plan/Pert Chart approved by the AEGCL.
- (c) Documentary evidence of dispatch (R/R or receipt of L/R).(for supply only)
- (d) Contractor's detailed invoice & packing list identifying contents of each shipment/supply. (for supply only)
- (e) Copy of certificate in respect of payments of State/ Central taxes, duties, levies, etc. have been made against supply of equipment/ materials through contractors/ sub-vendors under the contract, if applicable.
- (f) Certified copy of Insurance Policy/ Insurance Certificate.
- (g) Manufacturer's/ Contractor's Guarantee Certificate of Quality.
- (h) Material Dispatch Clearance Certificate (MDCC)/ Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized Officer of the AEGCL.
- (i) Manufacturer's/ Supplier's copy of challan. (for supply only)
- (j) Copy of testing/ inspection of equipment/ material clearance certificate issued by AEGCL. (for supply only)
- (k) Copy of Goods Receipt Sheet (GRS)/ Materials Received Voucher (MRV)/ Materials Handing Over Voucher (MHOV). (for supply only)
- (l) Joint Measurement Certificate(For erection)
- (m) Labour License, Insurance, etc.-(for erection only)
- (n) Payments would be made subject to fulfillment of the following conditions -
  - (i) Advance copy of invoices in duplicate with documents/ information as stated under clause (a) to (m), whichever is applicable, are to be furnished sufficiently in advance.
  - (ii) Any demurrage charges on account of late intimation and/or delivery of documents by the Bank is to be borne by the supplier.
  - (iii) The supplier should intimate the dispatch of each and every consignment to the Purchaser and the Consignee. All Bank charges are to be borne by the supplier.
- (o) F&I to be claimed with proper documentary evidence

## ADVANCE PAYMENT

No advance payment is applicable for this contract.

### 5.8.0 PERFORMANCE SECURITY DEPOSIT

- 5.8.1. Subject to **Clause 5.8.2 and 5.8.3**, the Supplier shall have to deposit to the extent of 10% (ten percent) of the total value of the order as performance security Bank Guarantee (BG)/ Demand Draft (DD)/ Fixed Deposit (FD) from a nationalized or scheduled Bank of RBI for a period of sixty(60) months from the date of supply or fifty four (54) months from the date of commissioning of the project, whichever is later. This is to be submitted within ten (10) days of receipt of notification of award and before signing of the contract, duly pledged in favor of the Purchaser. BG should remain valid upto sixty (60) days beyond warranty/Performance guarantee period.
- 5.8.2. However, the BG may be split up subject to the condition that BG would be extended from time to time to cover the warranty period. Moreover, the supplier on his own has to renew the BG at least 1(one) month before the date of expiry of the BG; failing which the BG shall be revoked by AEGCL within the claim period without any prior intimation to the contractor.
- 5.8.3. If the Supplier fails or neglects to observe, perform any of his obligations under the contract, it will be lawful for the “Purchaser” to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier.
- 5.8.4. No interest shall be payable on such deposits.

### 5.9.0 WARRANTY

- 5.9.1. The Supplier/Manufacturer warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract
- 5.9.2. The Supplier/Manufacturer further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination
- 5.9.3. The warranty shall remain valid for a period of **sixty (60) months from the date of supply** (the Goods having been delivered to and accepted at the final destination indicated in the Purchaser’s Requirement) or **54 (fifty four) months from the date of commissioning of the project**, whichever is later.
- 5.9.4. If during the Period Warranty any defect should be found, the Purchaser shall give Notice to the Supplier/Manufacturer stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier/Manufacturer to inspect such defects.
- 5.9.5. If having been notified, the Supplier/Manufacturer fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Supplier/Manufacturer, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

**5.10.0 COPY RIGHT ETC**

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

**5.11.0 QUANTITY VARIATION**

5.11.1. "Purchaser" shall have the right to vary the ordered quantity by (+/-) 20% of the contract value and the same shall be carried out at the same rates /prices and terms and conditions stipulated in the order except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

**5.12.0 INSURANCE**

**5.12.1** The “Supplier” shall, have, unless, otherwise specified by the Purchaser, insure the materials through their underwrites at their cost and shall keep it insured against any loss/ damaged/ pilferage in transit, destruction or damage by fire/ flood, without exposure to vagaries of weather or through riot, civil commotion, war or rebellion, for the full value of the materials until the materials are received at the purchaser’s destination store.

**5.12.2** The “Supplier” shall be responsible for safe arrival at destination, unloading and receipt of the materials by the consignee. The Purchaser will discharge consignee’s responsibilities only and shall not be responsible for any damage/ loss/ pilferage/ non-delivery by the carriers.

**5.12.3** In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the Supplier shall replace free of cost missing / damaged / lost materials within 30(thirty) days from the receipt of report thereof from the consignee(s) without waiting for settlement of their claims with their carriers / under-writers. Normally, such reports from the consignee(s) to the supplier shall be initiated within a period of 30(thirty) days from the date of receipt of each consignment by him /them.

**5.12.4** If it is considered necessary that the damage equipment either in part or in full to be sent back to the manufacturer’s works for repair, the manufacturers/ suppliers will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Supplier.

**5.12.5** Unless, otherwise mutually agreed upon, in case of failure by the Supplier to replenish /make good of the loss /damage /short supplied quantities, within the stipulated period, the Purchaser reserves the right to forfeit the security deposit and/ or adjust any outstanding payment to the “Supplier” with the Purchaser or take any other appropriate action.

**5.12.0 FORCE MAJEURE**

**5.12.1** “Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
- (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

- 5.12.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 5.12.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 5.13.0**.

#### **5.13.0 EXTENSION OF TIME FOR COMPLETION**

- 5.13.1 The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- (a) any Change in the scope of works by the Purchaser; which justifies extension of completion time as provided in **SCC Clause 5.11.0**; and
  - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.12.0**.
- 5.13.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Purchaser's Representative a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to a Dispute Board, pursuant to **SCC Sub-Clause 5.17.0**.

#### **5.14.0 LIQUIDATED DAMAGE**

- 5.14.1 The Supplier guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 5.5.2**, or within such extended time to which the Supplier shall be entitled under **SCC Clause 5.13.0** hereof.
- 5.14.2 If the Supplier fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.13.0**, the Supplier shall pay to the Purchaser liquidated damages at the rate of  $\frac{1}{2}$  % (**half percent**) of the total Contract Price per week. The aggregate amount of such liquidated damages shall in no event exceed **10% (ten percent)** of the total contract price.
- However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the Works or from any other obligations and liabilities of the Supplier under the Contract.
- 5.14.3 Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Purchaser may consider following actions:
- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the supplier and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the Supplier; or
  - (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Supplier and forfeit the security deposit.
  - (c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 5.15.0**.

#### **5.15.0 CONTRACTUAL FAILURE**

- 5.15.1 In the event of contractual failure of any respect on the part of the Supplier, the Purchaser shall be entitled to forfeit security deposit or any deposit or any payment due to supplier irrespective of whether his default relates to the particular orders or not towards the Purchaser's claim for damages arising out of the failure. In addition, the Purchaser may black-list or bans the "Supplier" or pending enquiry, suspend him or take any other steps considered suitable.

#### **5.17.0 ARBITRATION**

- 5.17.1 If at any time, any question, disputes or differences whatsoever shall rise between the Purchaser and the Supplier, upon or in relation to or in connection with the contract, either party may forthwith give notice to the other in writing of the existence of such question of dispute or difference and the same shall be referred to the adjudication of three Arbitrators, one to be nominated by the Purchaser the other by the Supplier and the third by the President of the Institution of Engineers, India/ Retired or Sitting Judge not below the status of a retired Judge of High Court of India. If either of the parties fail to appoint its arbitrators within 60(sixty) days after receipt of notice of the appointment of arbitrators then the President of the Institution of Engineers /retired or sitting Judge of India, as the case may be, shall have the power at request of either of the parties, to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties
- 5.17.2 The arbitration shall be conducted as per provisions of the Indian Arbitration Act, shall be held at Guwahati or any other place as may be decided by the Purchaser. The decision of the majority of Arbitrators shall be final & binding upon the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator. However, any dispute arising out of this contract will first be discussed and settled bilaterally between Purchaser and the Supplier.



## **Section - 6**

### **Contract Forms**

**(This Section contains the Letter of Acceptance, the Contract Agreement and Appendices to the Contract Agreement which, once completed, will form the Contract along with the Section 4 and Section 5. The Bidder should note that this Section shall be completed fully at the time of Contract signing)**

## Section 6 - Contract Forms

This Section contains the Letter of Acceptance, the Contract Agreement and Appendices to the Contract Agreement which, once completed, will form the Contract along with the Section 4 and Section 5. The Bidder should note that this Section shall be completed fully at the time of Contract signing.

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## Notification of Award

[AEGCL's letter head]

### Letter of Acceptance

## Supply of Goods and Related Services

[ date ]

To: [Name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [ name of the Contract and identification number, as given in the Contract Data ] for the Contract Price in the aggregate of [ amounts in numbers and words ] [ name of currency ] (as per Price Schedule-1), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the 'Supply and Delivery Contract' covering inter-alia Ex-works supply and Delivery of all Goods including Related Services.

You are requested to furnish the Performance Security within ten (10) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 8 (Contract Forms) of the Bidding Document

[Authorized Signature]

[Name and Title of Signatory]

Assam Electricity Grid Corporation Limited

Attachment: Contract Agreement

## 1. Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

BETWEEN

***Assam Electricity Grid Corporation Limited (herein after referred to as AEGCL)***, a corporation incorporated under the laws of Company Act, 1956 and having its registered office at First Floor, BijuliBhawan, Paltanbazar, Guwahati-781001, Assam and [***name of Supplier***], a firm/company incorporated under the laws of Company Act, 1956 and having its principal place of business at [***address of Supplier***] (hereinafter called "the Supplier"). [***in case of JV insert name and address of the Lead Partner as well as other Partners***]

WHEREAS AEGCL desires to engage the Supplier to the 'TURNKEY SOLUTION FOR SUPPLY, INSTALLATION, COMMISSSIONING, TESTING, ACTIVE & PASSIVE COMPONENTS FOR SETTING-UP OF VIDEO CONFERENCING SYSTEM WITH FIVE (5) YEARS OF COMPREHENSIVE WARRANTY AT COMMUNICATION AND NETWORK MANAGEMENT CENTRE (CNMC) AND 15 OTHER AEGCL SITES ALONG WITH TURNKEY CONSTRUCTION OF 15 SEATER CONFERNCE ROOM AT CNMC, KAHILIPARA AS PER TECHNICAL SPECIFICATION", as detailed in the Contract Document, and the Supplier has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1**                      1.1    **Contract Documents** (Reference SCC Clause 5.1.0)

**Contract Documents**                      The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the

Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Price Bid and Price Schedules submitted by the Supplier
- (c) Letter of Technical Bid and Technical Proposal submitted by the Supplier
- (d) Special Conditions of Contract
- (e) General Conditions of Supply and Erection.
- (f) Specification (Purchaser's Requirements)
- (g) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
- (h) Guaranteed and other Technical Particulars (as submitted with the Bid).
- (i) Any other documents (if necessary) shall be added here

1.2 **Order of Precedence** (Reference SCC Clause 5.1.0)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 **Definitions** (Reference SCC Clause 5.1.0)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the SCC.

**Article 2**

**Contract Price and  
Terms of Payment**

2.1 **Contract Price** (Reference SCC Clause 5.6.0)

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall [ . . . **amounts in rupees in words** . . . ], [ . . . **amounts in figures** . . . ] as specified in Price Schedule No. 3 (Grand Summary).

***The Contract Price is FIXED for entire period of the Contract.***

2.2 **Terms of Payment** (Reference SCC Clause 5.7.0)

The terms and procedures of payment according to which the Purchaser will pay the Supplier are given in the Appendix (Terms and Procedures of Payment) hereto.

**Article 3**

**Commencement Date  
and Completion Time**

3.1 **Commencement Date** (Reference SCC Clause 5.5.1)

The Commencement Date upon which the period until the Time for Completion of the total scope under the Contract shall be counted from the date when this Contract Document is signed **i.e.** \_\_\_\_\_

3.2 **Completion Time** (Reference SCC Clause 5.5.2)

The whole scope under this Contract shall be completed within **6 months** from Contract Commencement Date with following schedule:

- Article 4. Appendices**
- 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
  - 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Purchaser

**[Signature]**

**[Title]**

in the presence of

**[Signature]**

**[Title]**

Signed by, for and on behalf of the Supplier

**[Signature ]**

**[ Title ]**

in the presence of

**[ Signature ]**

**[ Title ]**

## **APPENDICES**

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Time Schedule
- Appendix 3 - Performance Security.
- Appendix 4- PriceSchedules.
- Appendix 5- Guaranteed and Other Technical Particulars.

### **Appendix 1 – Terms and Procedure of Payment**

In accordance with the provisions of SCC Clause 5.7.0 (Terms of Payment), the Purchaser shall pay the Supplier in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules.



**Appendix 2 - Time Schedule**

(Bidders shall furnish with bids a construction schedule in form of bar chart/pert chart depicting critical milestones. The time schedule should match with the completion time mentioned elsewhere in the Bidding Document)

**Appendix 3 - Form of Performance Security**

**Bank Guarantee**

(To be stamped in accordance with Stamp Act)

To: \_\_\_\_\_ [name of Purchaser]  
\_\_\_\_\_ [address of Purchaser]

WHEREAS \_\_\_\_\_ [name and address of Supplier/Manufacturer] has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Supplier/Manufacturer and brief description of Scope] (hereinafter called "the Contract");

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

AND WHEREAS we have agreed to give the Supplier/Manufacturer such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier/Manufacturer, up to a total of \_\_\_\_\_ [amount of Guarantee]<sup>1</sup> \_\_\_\_\_ [in words], such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until the date, 60 days beyond the Warranty Period as per the Contract.

Signature and Seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
1

An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

Date \_\_\_\_\_

**Appendix 4 – Price Schedules**

**Appendix 5 – Guaranteed and other Technical Particulars**

**Appendix 6 – Joint Venture Agreement Format****FORM OF POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM****(On Non –Judicial Stamp Paper of Appropriate value****to be Purchased in the Name of Joint Venture/CONSORTIUM)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder..... have formed a **Joint Venture/CONSORTIUM** and having our Registered Office (s)/Head Office (s) at .....(hereinafter called the '**Joint Venture/Consortium**' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... a Firm/AVIT System Integrator incorporated under the laws of .....and having its Registered/Head Office at .....as our duly constituted lawful Attorney (hereinafter called "Lead Member ") to exercise all or any of the powers for and on behalf of the CONSORTIUM in regard to bid document No..... for supply..... for which bids have been invited by the Owner namely (AEGCL), to undertake the following acts:

- (i) To submit proposal, participate and negotiate in respect of the aforesaid Bid – Specification of the Owner on behalf of the "**Joint Venture/Consortium**".
- (ii) To negotiate with Owner, the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the Owner for and on behalf of the "**Joint Venture/Consortium**".
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the contract for and on behalf of the "**Joint Venture/Consortium**".

It is clearly understood that the Lead Member shall ensure performance of the contracts (s) and if one or more Member fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the Members.

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Defect or liability period in terms of the contract.

The **Joint Venture/CONSORTIUM** hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the Owner and / or proposes to act on behalf of the **Joint Venture/CONSORTIUM** by virtue of this Power of Attorney and the same shall bind the **Joint Venture/CONSORTIUM** as if done by itself.

IN WITNESS THEREOF the Members Constituting the **Joint Venture/CONSORTIUM** as aforesaid have executed these presents on this .....day of ..... under the Common Seal (s) of their Companies

for and on behalf of the  
Members of **Joint Venture/CONSORTIUM**

- 1.....
- 2.....
- 3.....

The Common Seal of the above Members of the **Joint Venture/CONSORTIUM**: The

Common Seal has been affixed there unto in the presence of :

**WITNESS**

- 1. Signature.....  
Name .....  
Designation .....  
Occupation.....
  
- 2. Signature.....

Name.....

Designation.....

Occupation .....