



# ASSAM ELECTRICITY GRID CORPORATION LIMITED

Regd. Off.: BIJULEE BHAWAN (FIRST FLOOR) PALTANBAZAR; GUWAHATI - 781001  
CIN: U40101AS2003SGC007238 GSTIN: 18AAFCA4973J9Z3

PHONE: 0361-2739520 Web: [www.aegcl.co.in](http://www.aegcl.co.in)



## Limited Tender Enquiry

**Ref No: AEGCL/MD/Tech-812/Solar Street Lighting/PSDF/2019/25** dtd. 17.12.2019

The Chief General Manager(PP&D), AEGCL, Bijulee Bhawan, Paltan Bazar, Guwahati-1 on behalf of Assam Electricity Grid Corporation Limited, invites sealed bids from pre-selected bidders for "Supply, installation, commissioning and related services for various Grid substations of AEGCL under PSDF".

### Important dates:

Tender start date: 10:00 Hrs. on 20.12.2019  
Last date for tender submission: 17.00 hrs of 27.12.2019  
Tender opening date: 14:00 Hrs. on 30.12.2019

**Tender fee:** NIL

### Scope of works:

Supply installation, testing & commissioning of solar street light system as per technical specification enclosed.

### Terms and Conditions of Limited Tender

- 3.1 Submission of tender:** Bid must be submitted to the tender inviting authority in sealed envelope. Envelope containing the tender quotations shall be super scribed with name of work, tender reference no quoted and name of the bidder. All bid forms should be filled in with indelible ink and signed by authorised representative of the bidder and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. All documents shall be submitted as per checklist enclosed.
- 3.2 Price bids:** Price bids shall be enclosed in a sealed envelope and to be submitted along with the other bidding document inside the envelope for tender submission.
- 3.3 Address for tender submission:** Sealed envelope containing the tender documents should be submitted to the CGM(PP&D), AEGCL, 1<sup>st</sup> Floor, Bijulee Bhawan, Paltanbazar, Guwahati - 781001. Tenders received after the due date of submission shall be summarily rejected.
- 3.4 Validity of bid:** Bid submitted should be valid for a period of 90 days from opening date of tender.
- 3.5 Earnest money Deposit:** All bidders are required to submit an EMD amounting to Rs. 2,00,000.00( Rupees Two Lakh) only. EMD should be submitted in the form of Bank Guarantee or Demand Draft in favour of MD, AEGCL and should be valid upto 90(ninety) days from the bid opening date. In case of BG the same should be from schedule bank of RBI. Exemption is allowed for MSME who are registered with NSIC. For claiming exemption tenderers registered NSIC should enclose the latest NSIC registration certificate duly signature with stamped. EMD shall be released after i) Award of work for unsuccessful bidder ii) Award of work and submission of PBG for successful bidder.
- 3.6 Price Basis:** Prices quoted by bidders shall be "Firm".

**3.7 Taxes and Duties:** Bidders should clearly indicate different taxes and duties, which they proposed to charge as extra along with the present rates thereof. Offers with such stipulations like 'as applicable' will be treated as vague and are liable to be ignored.

**3.8 Terms and procedure of Payment:**

Supply progressive bill

- (i) In total, 3 (three) Nos. of progressive supply invoice would be entertained.
- (ii) Payment shall be released within 60 (sixty) days from the date of submission of the invoice along with all supporting documents against supply,
- (iii) Invoices may be raised in following manner:

Progressive bill	Pre-condition	Allowed claim amount against supply
1	Complete supply with acceptance from AEGCL	60% of supply amount along with 100% GST value against supply
2	On completion of 50% erection testing and commissioning	20% of supply without taxes.
3	On completion of 100% erection testing and commissioning	20% of supply without taxes.

Erection progressive bill

- (i) In total, 2 (Two) Nos. of progressive erection invoice would be entertained.
- (ii) Payment shall be released within 60 (sixty) days from the date of submission of the invoice along with all supporting documents against supply,
- (iii) Invoices may be raised in following manner:

Progressive bill	Pre-condition	Allowed claim amount against supply
1	On completion of 50% erection testing and commissioning	50% of erection amount with 100% GST value against erection
2	On completion of 100% erection testing and commissioning	50% of supply without taxes.

Procedure for submission and processing of bill

Payments as above will be made under following conditions:-

A) Advance copy of bills in duplicate and following documents are received sufficiently in advance:

- (i). Suppliers invoice showing LOA reference, Goods description, quantity dispatched, unit price, total amount (6 Copies);
- (ii). Copy of LoA/contract agreement.
- (iii). Packing List;
- (iv). Railway receipt/ LR;
- (v). Manufacturer's guarantee certificate of Quality;
- (vi). Dispatch Clearance issued by Purchaser;
- (vii). Insurance certificate
- (viii). Physical verification certificate of material received at site by Purchaser/Purchaser's site representative.
- (ix). Commissioning certificate/MoM jointly signed by contractor and AEGCL (applicable for erection bill and claiming balance supply bills)

B) Any charges on account of late intimation and/or delivery of documents by the Bank are to be borne by the Supplier.

C) The supplier should intimate the dispatch of each and every consignment to the "Purchaser" and the Consignee.

D) All Bank charges are to be borne by the Supplier.

E) Bills shall be submitted to concerned Division. Payments shall be released from HQ.

**3.9 Completion time:** The work under the scope of this WO is to be completed within 90 (Ninety) days from the date of issue of Notification of order.

**3.10 Submission of performance Security:** The successful bidder is required to submit a performance security in the form of a Bank Guarantee (PBG) amounting to 10% of the value of work within 07(seven) days from issue of Notification of Award. Validity of the PBG shall be 2(Two) months beyond the guarantee period. AEGCL may cancel the NoA if the successful bidder fails to submit the PBG within stipulated time and forfeit the EMD.

**3.11 Signing of Contract Agreement:** The successful bidder is required to sign the contract agreement within 07(seven) days from issue of Notification of Award. AEGCL may cancel the NoA if the successful bidder fails to sign the contract agreement within stipulated time and forfeit the EMD.

**3.12 Guarantee:** Work shall be guaranteed for a period of 60 (Sixty) months from date of completion. In case of detection of any defect, the same shall be reconstructed/repared by the contractor free of cost within 15 days of intimation by the Company's representative.

**3.13 Drawings and Manuals:** All the necessary drawings e.g., layout drawings, foundation drawings etc, shall be furnished by you within 07(seven) days from the placement of the Notification of Award, for scrutiny/approval from this end. All such approved drawings, documents and literatures shall be property of AEGCL.

**3.14 Inspection and Supervision of works:** AEGCL's representatives shall have full facilities for unrestricted inspection of the raw materials and works. However, the acceptance of any quantity of material shall be no way relieve the Contractor of his responsibility for meeting all the requirements of the specification and shall not prevent subsequent rejection, if such material are later found to be defective.

The scope of the duties of AEGCL will include but not be limited to the following.

- i) Witness or authorize his representative to witness works at site.
- ii) Inspect, accept or reject any material and work under the Contract.
- iii) Issue certificate of acceptance and/or progressive payment and final payment certificate.
- iv) Review and suggest modification and improvement in completion schedules from time to time.

**3.15 Liquidated Damage:** In case of failure to complete the works within the stipulated completion period or extended delivery period, as the case may be, contractor shall be liable to pay as liquidated damage at the rate of 1 % (one percent) of the Contract price per week or part thereof of delay, subject to maximum of 10% (ten percent) of the Contract price. This however, is subjected to Force Majeure clause.

**3.16 Force majeure:** Normally Force majeure shall cover only act of God, fire, wars, strike, riots and civil commotion, act of Government etc. Any constraints other than those specified above will not constitute force majeure condition. In view of the other constraints beyond the control of the supplier primarily due to statutory compulsion, extension of delivery period may also be considered on individual merit of case. In case of force majeure condition you shall notify the undersigned such conditions within 10(ten) days from the beginning of such delay in writing for consideration and acceptance.

**3.17 Quantity Variation:** "Purchaser" shall have the right to increase or decrease the ordered quantity by 20% within 50 days of the period of completion and the same shall be carried out at the same rates /prices and terms and conditions stipulated in the Notification of Award except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

**3.18 Arbitration:** Any dispute arising out of this contract shall first be discussed and settled bilaterally between AEGCL and the supplier. However in case such dispute cannot be settled bilaterally, this may be referred to arbitration of an arbitrator to be appointed by the M.D., AEGCL. The procedure of the arbitration shall be as per 'Arbitration Act', 1996 with subsequent modification.

**3.19 Paying Authority:** The Managing Director, AEGCL, Bijulee Bhawan, Guwahati-1.

**3.1 Other Terms and Conditions:** All other terms and conditions unless specifically mentioned above are subject to the "General terms and conditions of supply and erection of AEGCL - 2009". The GCSE of AEGCL – 2009 is available in the official website of AEGCL [www.aegcl.co.in](http://www.aegcl.co.in).

The undersigned reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

**Enclosed forms:**

Annexure – I: Tender submission form

Annexure – II: Format for Bank Guarantee (Earnest money deposit)

Annexure – III: Format for Bank Guarantee (Performance Security)

Annexure – IV: Document checklist

Annexure – V: Price schedule

Annexure – VI: Notification of Award (sample)

Annexure-VII :Technical specification

Sd/-  
(R K Das)  
Chief General Manager (PP&D), AEGCL  
Assam Electricity Grid Corporation Ltd

**Tender submission form**  
**(In bidders letterhead)**

**Bid ref: No:**

Sl. No.	Particulars	Bidders response
1	Bidders name and address	
2	Bidders authorised representative, designation and contacts	
3	GST registration no.	
4	Bid validity	90(Ninety) days from date fixed for bid opening.
5	MSME/SSI registration Udyog Adhaar/NSIC registration available?	Yes/No
6	EMD exemption claimed	Yes/No

I/We the undersigned, declare that, we have read the bid document and do not have any reservation to any of the clause therein. We offer to supply, install and commission the solar street lighting system in conformity with the bid specification. Our Bid shall be valid for a period of 90(Ninety) days from the date fixed for the bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(Signature and common seal)

Name:

Designation:

Date:

Format for Bank Guarantee (Earnest money deposit)

**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:**  
**Address of Issuing Branch or Office:**  
**Email id and phone no for correspondence:**

**Beneficiary: The Managing Director, AEGCL**  
**Name and Address of Purchaser**

**Bid Security No.:**

We have been informed that . . . . . **name of the Bidder** . . . . . (Hereinafter called "the Bidder") intends to submit to you its bid against **Bid ref** . . . . . for Supply installation, testing & commissioning of solar street light system.

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 with address** . . . . . 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.

BG expiry date:  
BG clam date:

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

NOTE

1. *All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the EMD amount as per bid.*
2. *This guarantee shall be valid upto 30 days beyond the bid validity.*
3. *For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*
4. *Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.*

**Format for Bank Guarantee (Performance Security)***Bank Guarantee*

(To be stamped in accordance with Stamp Act)

Issuing bank and address with phone &amp; email id:

BG no. and date:

BG expiry date:

Claim upto date:

To: The Managing Director, AEGCL  
 First Floor, Bijulee Bhawan, Guwahati-781001

WHEREAS \_\_\_\_\_ [*name and address of Contractor*] has undertaken, in pursuance of Contract No. (LoA No.) Dated (LoA date) to execute \_\_\_\_\_ [*name of Contract*] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the contractor 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 contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of [*amount of Guarantee in figure*] [*amount 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 Contractor/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.

BG shall be valid up to <date>.

Signature and Seal of the Guarantor \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

**Note:**

1. *All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.*
2. ***This guarantee shall be valid upto 60 days beyond the Warranty Period as per the Contract.***
3. *For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*
4. *Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.*

## Document checklist

SL. No.	Document to be submitted	Submitted(Yes/No)
1.	Duly filled and signed tender submission form	
2.	Notarised Power of attorney for the person signing the tender	
3.	Bank Guarantee for EMD	
4.	Bidders company/firm registration certificate/certificate of incorporation	
5.	GST registration	
6.	EMD exemption application (in case EMD exemption requested) along with NSIC/Udyog Adhaar registration	
7.	Sealed and signed technical specification	
8.	Technical literature/brochure for offered product	
9.	Completion schedule bar chart	
10.	Documents establishing after sales services in India	
11.	Duly filled and signed price schedule	



Annexure-V

Price schedule

All prices are in `

Sl. No.	Item description	Unit	Qty	Unit price (without taxes)	GST	Unit price including taxes	Total price including taxes	Remarks (give HSN code and GST rate)
1	2	3	4	5	6	7		7
1	Supply and delivery of solar street light including solar PV module, battery, luminary, pole, electronic and mechanical component as per specification i) Under LA T&T Circle - (Kahilipara, CTPS, Dispur, Rangia, Nalbari, Sipajhar, Sarusajai, Karbi Langpi, Narengi, Bagjap, Sishugram, Agia, Boko) ii) Under UA T&T Circle - (Bokajan, Bokakhat, Diphu, Golaghat, Jorhat, Mariani, Nazira, Betbari, Margherita, Rupai, Tinsukia, NTPS, Moran, Dibrugarh) iii) Silchar T&T Circle - (Srikona, Pailapool, Halflong, Panchgram, Durlavchhera) iv) Bongaigaon T&T Circle - (Dhaligaon, Barnagar, Gouripur, Gossaigaon, APM, Salakati) v) Tezpur T&T Circle - (Depota, Rowta, Gohpur, Biswanath Chariali, Majuli, North Lakhimpur, Dhemaji, Samaguri, Sankardevnagar)	Set	540					
2	Installation, testing at site and commissioning of solar street light including civil works at various grid substations- i) Under LA T&T Circle - (Kahilipara, CTPS, Dispur, Rangia, Nalbari, Sipajhar, Sarusajai, Karbi Langpi, Narengi, Bagjap, Sishugram, Agia, Boko) ii) Under UA T&T Circle - (Bokajan, Bokakhat, Diphu, Golaghat, Jorhat, Mariani, Nazira, Betbari, Margherita, Rupai, Tinsukia, NTPS, Moran, Dibrugarh) iii) Silchar T&T Circle - (Srikona, Pailapool, Halflong, Panchgram, Durlavchhera) iv) Bongaigaon T&T Circle - (Dhaligaon, Barnagar, Gouripur, Gossaigaon, APM, Salakati) v) Tezpur T&T Circle - (Depota, Rowta, Gohpur, Biswanath Chariali, Majuli, North Lakhimpur, Dhemaji, Samaguri, Sankardevnagar)	Set	540					



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Annexure-VI

## Notification of Award Supply, installation and commissioning of solar street lights in AEGCL

[ date ]

To: [ Name and address of the contractor ]

This is to notify you that your Bid dated [date] for execution of the [ name of the Contract and identification number ] 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 contract for "Supply, installation and commissioning of solar street lights in AEGCL".

You are requested to furnish the Performance Security within seven (7) days in accordance with the bid specification, using for that purpose, the performance security forms included in the Bidding Document

[Signature ]  
[Name and Title of Signatory]  
Assam Electricity Grid Corporation Limited

Enclosed: terms and conditions