

Assam Power Generation Corporation Limited

(A Company Constituting the Generation Wing of former ASEB)

Office of the Chief General Manager (Generation)

Bijulee Bhawan, 3rd Floor, Paltan Bazar, Guwahati, Assam

Tele fax no: 0361-2739546, E mail apgcl_md@yahoo.com



TENDER SPECIFICATIONS

TENDER NO:

ENGAGEMENT OF SERVICE PROVIDER FOR OPERATION & MAINTENANCE OF WATER INTAKE PUMP HOUSE OF LAKWA WASTE HEAT RECOVERY PLANT LOCATED AT DESANG RIVER.

Serial No.:.....

Signature & Seal of the issuing officer

Price: Rs. 1000/-

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Assam Power Generation Corporation Limited

NOTICE INVITING TENDER

TENDER NO: APGCL/CGM (G)/LWHRP/INTAKE/Pt-VI/2021/01

Invitee	The Chief General Manager (Generation), APGCL, 3rd Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-1
Name of Work	Engagement Of Service Provider For Operation & Maintenance Of Water Intake Pump House Of Lakwa Waste Heat Recovery Plant Located At Desang River.
Cost of Tender Paper(Non-refundable)	Rs.1,000.00 (Rupees One Thousand only) in the form of Bank Draft duly pledged in favour of <i>DGM (F&A), Assam Power Generation Corporation Limited, Bijulee Bhawan, Guwahati-1.</i>
Earnest Money	EMD of an amount of Rs 80,000.00 /-(Rupees Eighty Thousand Only) in the shape of Bank Guarantee/ Bank Draft of any Scheduled Bank duly pledged in favour of <i>DGM (F&A), Assam Power Generation Corporation Limited, Bijulee Bhawan, Guwahati- 1.</i>
Eligibility of Bidder	The bidder must fulfill the following criteria to participate in the bid document. The bidder must have the experience of running similar continuous duty operational installation for minimum 2 (Two) years with satisfactory performance. Certificate of satisfactory performance of operation where the bidder has previously worked is to be furnished in the Techno Commercial bid (Mandatory).
Last date of Issue of Tender Document	19.06.2021
Last Date of Receipt of Tender	21.06.2021 up to 15:00 hrs
Technical Bid opening	21.06.2021 at 15:30 hrs
Price bid opening	To be intimated later on.

Intending Bidders may visit LTPS site at their own cost on any working day for any guidance.

The undersigned reserves the right to accept or reject any or all of the bids without assigning any reason thereof and is not bound to accept the lowest rate.

Any corrigendum/addendum during the tendering process shall be uploaded in e-tendering website only.

Note: For any queries please contact: - Debasish Phukon, Deputy Manager, Ph No- 7002507426

Sd/-

Chief General Manager (Generation)
APGCL, Bijulee Bhawan, Guwahati-1

(A) OBJECTIVE:

Lakwa Thermal Power Station is a gas based open cycle Power Station having three power houses (Ph-II, WHRP & LRPP) with installed capacity of 167.2 MW. The WHRP power house is 1 X 37.2 MW Steam Turbine. Water for the WHRP steam turbine is supplied from Intake Water Pump House on Desang River at Lakwa which is about 9 km away from LTPS. The water intake pump house complex constitutes river wells, 2 Nos. submersible 7 stages motor driven pumps and control room. Another 01 no. of pump is expected to be commissioned in the current financial year . The electrical system comprises of a 750 KVA, 33/0.433 KV transformer with necessary gang switch, barrel fuses, one 433 V PMCC, illumination system and one 500 KVA DG set for back-up power. Water shall have to be pumped to LTPS from the river well through 2 Nos 10 inches pipes. The objective of the tender is to finalize a service provider for round the clock operation and maintenance of the intake well for supplying water to LTPS as and when required.

(B) INTENT OF TENDER:

It is intended to give complete techno-commercial specification of the tender for selection of round the clock service provider for the water intake well having capability to operate and maintain the well as per the techno-commercial specifications of the tender.

(C) ELIGIBILITY CRITERIA:

(a) The bidder must fulfill the following criteria to participate in the bid document.

The bidder must have the experience of running similar continuous duty operational installation for minimum 2 (Two) years with satisfactory performance. Certificate of satisfactory performance of operation where the bidder has previously worked is to be furnished in the Techno Commercial bid (Mandatory).

The bidder must fulfill the financial capability criteria as per the tender.

(D) GENERAL INSTRUCTION TO THE BIDDERS:

1. (i) One set of Bidding document (Tender document) will be issued to intending bidder on submission of Bank Draft for Rs. 1,000/- (Rupees One Thousand only) in favor of **DGM(F&A), APGCL, Bijulee Bhawan, Guwahati-1**. The Tender document may also be downloaded from the APGCL's website (www.apgcl.org) in which case the Tender fee has to be submitted along with the Technical Bid in the shape of Demand Draft duly pledged in favor of **DGM (F&A), APGCL, Bijulee Bhawan, Guwahati-1**. Bidder shall submit tender document duly signed and stamped on each page of tender as token of his acceptance.

(ii) Page number in the bottom of the entire bid document is mandatory.

(iii) Transfer of bidding document issued to one intending bidder to another is not permissible.

(iv) The bid shall be completed in **two bid system** as detailed below.

(a) Techno commercial and un-priced part----- Technical Bid.

(b) Priced commercial part – ----- Price bid.

2. (i) **Techno commercial and un-priced part- Technical Bid.**

This part shall contain technical and commercial (Un-priced) bid. This envelop shall comprise the following along with Drawings, Addendum (if any). **Techno-commercial bid disclosing price shall be summarily rejected.**

(a) Submission of signed copy of bidding document (Tender document), Earnest Money Deposit and its details.

(b) Power of Attorney in favour of authorized signatory of the Bidding document.

(c) Organization Details:-

- In case of a proprietorship firm, the name, address of proprietor and attested copy of "Certificate of registration of firm".
- In case Bidder is a partnership firm, attested copy of the partnership deed.
- In case a company (whether private or public), attested copy of 'Certificate of Incorporation' together with attested Memorandum / Articles of Association.

(d) Technical offer and Engineering details, if any, required as per bidding document.

(e) Any other relevant document, bidder desires to submit.

ii) Priced Commercial Part – Price Bid:

a) Priced commercial part shall contain "Schedule of Rates" (SOR) dully filled in two copies as per Annexure -2(a) i.e. one ORIGINAL COPY and one DUPLICATE COPY of "Schedule of

Rates” and shall be submitted. The Breakup of Service assistance wages is to be submitted supporting the “SOR” as per the format Annexure-2(b). The Major overhauling rate [Annexure-2(c)] which is considered as additional work and not considered for bid evaluation shall have to be submitted as per the format provided.

- b) No stipulation, deviation, terms and conditions, presumption, basis etc shall be stipulated in Price part of bid. APGCL shall not take cognizance of any such statement and may at their discretion reject such price bids. . Also, price quoted by the bidder must be in INR.

3. SUBMISSION OF BID:

Un-priced and priced part must be submitted in two separate **Sealed** envelopes. The two sealed envelopes of both un-priced and priced parts shall have to be put to an outer cover which is also to be sealed. The outer cover should duly bear the Tender Number, date and time of closing/opening of the bid along with address of the office.

Part-I: Techno commercial and un-priced part:

- (a) The envelop shall have following information clearly written on the outside of the envelop, failing which APGCL will assume no responsibility for the misplacement or premature opening of the bid.

(Part - I: Sealed Techno commercial and un-priced part)

Name of work:

Bid No:

Due date & time of opening:

From (Name & address of Bidder):

- (b) Original Earnest Money Deposit (EMD shall also be enclosed in this part).

(Part-II: Priced Commercial Part:

- (a) This part of the bid shall contain the Price bid with Schedule of Rates, break up of service assistance wages duly filled in all respects, Major overhauling rate and other information specially requested for submission of price part. The following information shall have to be clearly written on outside of the envelop, failing which APGCL will assume no responsibility for the misplacement or premature opening of the bid.

(Part-II Priced Commercial Part – Price Bid)

Name of work:

Bid No:

From (Name & address of Bidder) :

- (b) This part of Bid will be submitted in original plus one copy.

4. DATE, TIME & PLACE OF SUBMISSION

- (i) Bid must be submitted by the due date and time mentioned in the Notice Inviting Tender or any extension thereof as duly notified in writing by APGCL at the following address.

Address to which bids are to be sent (by Speed Post/Courier/Regd Post/By Hand etc).

*The Chief General Manager (Generation),
Assam Power Generation Corporation Ltd.*

Bijulee Bhavan, 3rd Floor, Paltan Bazar, Guwahati-1

- (ii) Bid received after the time and date fixed for receipt of bid is liable for rejection.

5. CHECK LIST FOR SUBMISSION OF BID

- (i) To assist bidder in ensuring the completeness of bid, a checklist (Annexure 1) for submission of various documents/details in Technical and Un-priced Commercial Part of bid has been enclosed. Bidder, in his own interest, is requested to fill the checklist and submit along with his bid for ready reference.
- (ii) In case of incomplete submissions, APGCL will not be under any obligation to give the bidder an opportunity to make good such deficiencies and APGCL may at its discretion treat such bids as incomplete and not consider for further evaluation.

6. BID OPENING

(a) Opening of Techno-commercial (Un priced) Part of Bid:

- i) On the date and time mentioned in ‘Notice Inviting Tender’, the Technical and Un-priced Commercial Part will be opened in the office of the CGM (Gen), APGCL, Bijulee Bhawan, 3rd Floor, Paltan Bazar, Guwahati-1.
- ii) In the event the specified date of bid opening is declared a holiday for APGCL, the bid shall be opened on the next working day at the specified time and location.

- iii) Clarification and Additional Information: During evaluation, APGCL may request bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one duplicate copy. However, seeking clarification shall be on sole discretion of APGCL.
- iv) Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation. Pre Bid discussion on Techno-commercial aspects with bidder shall be arranged online (preferably Google Meet) due to prevalent COVID 19 restrictions in various parts of India. Bidder(s) shall depute the authorized representative(s) for attending the discussion. The date and time of the online Pre Bid meeting will be incorporated in the Bid Document Representative(s) attending the discussions shall produce authorization from their respective organization and send it to cgm-g@apgcl.com before 24 hours of the scheduled Pre Bid meeting. Subsequently corrigendum shall be released addressing the queries raised during the pre-bid meeting. The authorized representative(s) must be competent and empowered to settle all technical and commercial issues.

(b) Opening of Priced part of the Bid:

In-line with the evaluation criteria set in the tender document, bidders' technical experience and financial capability shall be reviewed. For the bidders who meet the eligibility criteria, their technical proposal shall be reviewed. Only for the technically qualified bidders, the financial proposal shall be opened.

**7. BID EVALUATION CRITERIA:
(Techno-commercial Part)**

The Techno-commercial Part of bid shall be evaluated as per bid evaluation criteria.

- i) The bid must be accompanied with EMD as specified in the tender.
- ii) **Deviation to critical stipulation:** Deviations to critical stipulations of bidding document as mentioned below are not acceptable. Bidder taking deviations to the following bid stipulations may not be considered for price bid opening.
 - a) EMD
 - b) Firm Price.
 - c) Total scope of work.
 - d) Contract cum Performance Bank Guarantee.
 - e) Payment terms.
 - f) Requirement of P.F. Code No. with RPFC under EPF & M Provisions Act 1952.
 - g) PRS Clause / Compensation for delay.
 - h) Supporting documents against declarations of the check list (Annex. 1, Cl 33)
- iii) Bidders must ensure that complete bid along with all details as sought are submitted as per provisions of the bidding document. The checklist has been provided in the bidding document to ensure that any required details are not missed by the bidders while submitting their offer.
- iv) If any of the clauses of the Bid rejection criteria/ Bid evaluation criteria (BEC/BRC) contradict the clauses of the General terms and conditions for tender of APGCL else where, those in the BEC/BRC shall prevail.

(Price Part)

The 'Schedule of Rates' and its break up quoted by the bidder, shall be taken up for evaluation on overall basis. Price bids containing additional qualifications not mentioned in Techno-commercial Part of the bid shall be summarily rejected.

The price offer for Major overhauling [Annexure 2 (c)] shall not be considered for evaluation of the bid. This offer shall be verified at the time of execution of overhauling work at actual expenditure basis and is not considered as a part of price bid.

8. OWNER'S RIGHT TO ACCEPT OR REJECT A BID

APGCL reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, or to reject all bids with or without notice or reasons. Such decisions by APGCL shall bear no liability whatsoever consequent upon such decisions.

9. AWARD OF WORK

- i) The bidder whose bid is accepted by APGCL shall be issued Letter of Intent / Confirmed order prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI within 7 (Seven) days from the date of issue of LOI/Confirmed order.
- ii) APGCL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD to Unsuccessful bidder, APGCL shall correspond only with the successful bidders.

10. CONTRACT DOCUMENT

The successful bidder shall be required to execute a formal agreement in accordance with the 'Form of Contract' ({Annexed to General Conditions of Contract {GCC}}) within 10 days of receipt of LOI or confirmed order.

11. EXCEPTIONS AND DEVIATIONS

EXCEPTION AND DEVIATION PROFORMA

Sl.No.	Ref of Bid Document		Subject	Deviations
	Page No.	Clause No.		

NOTE: Bidders are advised not to stipulate any deviation(s) / condition(s) and to confirm compliance to tender conditions in Toto. However, in the event of bidder seeking any deviation(s) other than the Clause-7(ii), the same should be submitted separately for commercial and technical sections (Annexure-1) strictly as per the format given above, otherwise, the same shall not be considered and it will be presumed that the bidder has accepted all terms and conditions of the tender.

Signature :
Name :
Bidder's Name :
Company Seal :

12. LOCATION

The location of the work shall be at Desang River Water Intake pump house at Lakwa.

13. SCOPE OF WORK:

The scope of work of the successful bidder shall be as follows,

(i) NORMAL OPERATION & MAINTENANCE:

- (a) The successful bidder is to provide, round the clock complete service assistance for operation and normal maintenance of intake water pumps at Desang River, along with Electrical Control Room located at Lakwa as per the terms and conditions of the tender specifications. The work includes operation of the pump house and normal day to day maintenance including oil top up, attending gland sealing, rectification of normal electrical fault, clearing of debris in and around the gates and filters/strainer, replacement of barrel fuse, physical checking of pipe line from Intake to LTPS etc and minor maintenance and repairing of mechanical and electrical works, service water and area lighting, periodical test start and minor maintenance of the DG set etc.
- (b) The successful bidder is to ensure deployment of resources like manpower, equipment, tools and tackles, safety materials and all related necessities as per the terms and conditions of tender. Details of bio-data of all employees must be furnished. The successful bidder is to take approval of their skilled manpower before engagement.
- (c) The successful bidder is to ensure full capacity availability of both the pumps round the clock except the major maintenance period.
- (d) The successful bidder will be under the binding to ensure continuous supply of water to WHRP from the intake and to ascertain full pump capacity delivery of water to the Waste Heat Recovery Unit during all its operational hours. Normal operating parameter of pump is to be ensured.
- (e) Ensuring clear water lubrication to bearings of pump prior to start-up.

- (f) The bidder is to ensure effective engagement of skilled manpower for proper performance of the intake system. The numbers of manpower indicated in Schedule of Rates (SOR) are minimum. The bidder is to ensure minimum state govt. wage rate to all their employees which will be verified by APGCL every month. Bidder is to ensure that engaged manpower is covered under the Employees Provident Fund and Miscellaneous provisions (EPF & MP) Act 1952.
- (g) The scope of bidder includes assessment of spares from time to time and submission of list of spare parts to APGCL for procurement before any Preventive/ Emergency maintenance activities. **However, under special circumstances, APGCL may request the successful bidder to procure certain spares on APGCL's behalf, which will be reimbursed later on to avoid downtime of the pump. The successful bidder needs to fulfill such request immediately.**
- (h) For Preventive maintenance/ Overhauling of pumps/ Breakdown, the list of necessary spares has to be submitted well before the starting of activity.
- (i) For Emergency / Breakdown Maintenance of pumps and its related equipments, the bidder has to prepare a list of emergency spare parts /necessary items periodically based on their experience and historical operational data of pumps and its related equipments available in their custody . List of Emergency spare parts/necessary items prepared by vendor has to be submitted to APGCL so that a sufficient stock of emergency spare Parts/necessary items can be procured and kept in hand to meet up any kind of emergency situation to eliminate/ reduce downtime associated with the pumps. Emergency spare list should be comprehensive considering every aspect of emergency.
- (j) The successful bidder is to arrange communication facility with the LTPS controlling authority round the clock for operation purpose.
- (k) Safety and security round the clock will be also in the scope of successful bidder.
- (l) Housekeeping is to be maintained properly. This includes cleanliness of electrical control room, boundary area, pump house area and gardening inside control room boundary. Consumables will be under the scope of successful bidder.
- (m) Immediate information of breakdown of any of the equipments, machineries to be communicated to the Shift In-Charge, LTPS Control Room. In extreme emergency, at least one pump is to be kept operative round the clock.
- (n) To inform LTPS immediately in case of HT / LT power failure, transformer problem etc for taking up restoration activities from LTPS's end. During such power outage, if required, pump operation is to be maintained with the help of the backup DG set.
- (o) To maintain operation log book with hourly reading.
- (p) Operation of pump as per procedure and guide line given time to time by LTPS authority.
- (q) Operation shall have to be carried out strictly under the instruction of Shift In-Charge, LTPS.
- (r) In case of any communication failure, it is the successful bidder's responsibility to communicate with the LTPS Control room within an hour.
- (s) The successful bidder is to properly maintain records of preventive maintenance which will be checked and signed by APGCL's officer from time to time.
- (t) Successful bidder's responsibility schedules – Monitoring the entire pipe line route including vent points. In case of any defect, abnormality, the same is to be intimated to LTPS, APGCL immediately.
- (u) Material utilization against material supplied departmentally shall have to be properly recorded.
- (v) Supply of uniform (2sets), twice in a year, industrial shoe one pair once in a year and all necessary safety devices shall have to be provided to all employees of the successful bidder with a copy of proof of issue of the same to the employers. The security uniform color is to be made separate from the general employee. Payment shall be deducted if the materials are not issued to the employees and the bidder shall be held responsible.
- (w) Baring the above scope of work, any additional work scope will be governed by the tender specification and as per APGCL's General Conditions and Regulations.

(ii) **MAINTENANCE:**

- (a) **Sump cleaning:** Clearing of silt deposition of well chamber is to be carried out as per actual requirement. Assessment of silt accumulation in the sumps may be made based on past records, river silt carrying status and behavior of the pumps (such as increase in

vibration level, noise, load current etc.). It will be the responsibility of the successful bidder to access silt accumulation in the well sump & hence inform the APGCL authority about it in written. Cleaning operation of the sump is to be carried out with **prior approval of concerned officers of APGCL** thereafter. Bidder shall be fully responsible for a silt free well sump for safe operation of the pump. The payment at actual on such deployment of labors will be under the scope of APGCL. Arising of any defect of pump for failure on the part of bidder to clean the well on time, shall make bidder responsible for entire corrective cost of pump and its auxiliaries. The amount for such breakdown maintenance shall be on bidder's account. Bidder is to take complete safety measures during execution of such work.

- (b) **Major overhaul:** Major overhauling of the installed pumps, preferably once during April/May and once during October/November, or as & when required shall have to be taken up by engaging OEM's service personnel or by experienced supervisor with all necessary tools and tackles. Any major breakdown maintenance that involves lifting and dismantling of the complete pump may be considered as major overhauling. However, **total nos. of major overhauling will be limited to 02 (two) nos. in a year for a single pump and any additional overhauling, that may be required for sustainable operation, shall be to the bidders account.** Bidder is to ensure satisfactory performance of the pump after each major overhaul. Bidder shall have to repeat the activity if operating performance after major overhaul is found not acceptable to APGCL authority.
- (c) All electrical maintenance works including maintenance of Motors, Cables, L.T Power Supply panels, Motor Starter panels & illumination works is under the scope of the successful bidder.

The Scope Of Work Of APGCL Shall Be As Follows: -

- a) Supply of 33 KV / 415 Volt power.
- b) Restoration works if any with the 33 KV power supply up to 750KVA, 33KV/0.433 KV transformer.
- c) Supply of spare parts require for major maintenance. Repairing/modification of pump parts.
- d) Supply of Mechanical consumables, such as bearing, lubricating oil, gland packing etc.
- e) Supply of Electrical consumables except illumination items.
- f) Supply of fuel, lubricants and consumables for the 500 KVA DG set.
- g) Providing O & M manuals for operation and major overhaul of pump.
- h) Direction and guidance of operation.
- i) Providing of operation and maintenance log book format and parameter record book format.
- j) Intimation of any tripping/line shut down from LTPS end.
- k) Monitoring of major overhaul, repairing/modification of pump materials for major overhauling. If situation desires, the major overhauling supervision shall be done departmentally and in such case bidder cannot claim the overhauling charges but can claim only the charges for engagement of unskilled/skilled labours.

14. PENALTY:

If it is felt by APGCL that generation loss has occurred due to mal-operation, negligence, non-performance etc on the part of the contractor, a penalty at the rate of twice the hourly payment will be imposed and be deducted from their bill. In such cases, APGCL in the interest of generation may temporarily take over the operation and maintenance of the system till the conditions are settled. This period of temporary take over will again be deducted at twice the hourly rate from their bill.

15. PERIOD OF CONTRACT:

1 (one) years from the date of issue of LOI / confirm order. However, the contract may be renewed on satisfactory performance of the successful bidder for another term subjected to approval of APGCL

16. TERMS OF PAYMENT:

Payment will be made to the successful bidder on monthly pro rata basis on production/ submission of monthly bill to the General Manager, LTPS which will be paid by the authorized

officer on the basis of submission of **satisfactory performance report and approved by LTPS's appropriate authority** along with engagement of staff and attendance sheet to the General Manager, LTPS. The bidder should submit their monthly bill within 1st week of preceding month and the payment will be made accordingly.

Payment for additional work such as silt cleaning of pump well shall be made at actual against submission of invoice with attendance sheet duly signed by APGCL personnel. For major overhaul of pump, the payment shall be made as per the offered rate or at actual which one is applicable against submission of invoice along with relevant documents such as MOM between the successful bidder, APGCL & OEM/authorized service personnel.

17. EARNEST MONEY:

Rs 80,000.00/- (Rupees Eighty Thousand only) in the shape of Bank Guarantee/ Bank Draft of any Scheduled Bank shall be submitted as Earnest Money, duly pledged in favour of The DGM (F&A), Assam Power Generation Corporation Limited. APGCL will refund the Earnest Money of the unsuccessful bidders directly to the bidders within a reasonable period of time without any interest.

18. INCOME TAX:

The bidder shall have to submit PAN, GRN with WC & Registration Certificate along with the tender and accordingly Income Tax will be deducted from the bill of successful bidders. Income Tax deduction shall be made from payments to the contractors as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Other duties/levies as applicable shall be borne by the contractor. APGCL will issue the necessary certificate for Income Tax deduction at source, however, the contractor has to submit detail of their Permanent Account Number (PAN) before issue of such certificate. In absence of these documents, no TDS certificate shall be issued by APGCL

19. GST:

GST at prevailing rate will be applicable instead of Sales Tax, Work Contract Tax & Service Tax. GST registration certificate is to be submitted along with the tender document.

20. CONTRACT SECURITY DEPOSIT TOWARDS PERFORMANCE GUARANTEE:

Contract security @10% of contract value towards performance guarantee will have to be deposited in the shape of Bank Guarantee on awarding of contract covering the contract period at the time of executing the contract agreement. The performance security will be returned without interest after expiry of contract. However, loss of any equipment due to willful damage or theft may be recovered from the above security deposit. If the contractor, for any reason, left work during the contract period, his total contract security deposit amount will be forfeited.

21. MISCELLANEOUS:

All obligations arising of labour deployment labour laws to meet the necessary statutory requirement would solely lie on the contractor. Contractor would be solely responsible for safety insurance and security of manpower for the entire contract period for both operation and maintenance activities. Safety of the materials from any damage, theft etc will be under the responsibility of the contractor.

22. FINANCIAL STATUS OF BIDDER:

(a) Bidder should have earned a net profit for the last 3 (Three) consecutive years and the financial net worth of the bidder shall be positive as per latest audited annual report.

(b) Annual turnover for last financial year should not be less than Rs. 25.0 Lakhs.

23. SCHEDULE OF RATES (SOR):

- a) The quantities and manpower categories indicated in Schedule of Rates are minimum. The rates quoted by the bidder shall remain firm for any variation and will be assumed to be inclusive of all taxes and duties.
- b) No escalation of whatsoever nature shall be paid to the contractor for the entire contract period.
- c) Rates must be filled in the format for Schedule of Rate enclosed as per the bidding document.

- d) The manpower service provided to be of permanent nature for the whole contract period. No temporary / casual manpower service shall be accepted for the Schedule of Rates except in Clause-23(f) mentioned below.
- e) During major overhauling and cleaning of silt from pump well, outsourced or temporary skilled/unskilled personnel can be engaged with due intimation to LTPS, APGCL. Attendance sheet for such engagement of labour shall have to be maintained which will be countersigned by APGCL's authorized representative. This however shall be additional work and not to be covered under SOR.
- f) In case of any activity that is not covered in the SOR but is required to complete the contract terms, the quoted rates will be deemed to be inclusive of cost incurred for such activity.

24. SUPERVISION OF WORK:

Time to time APGCL will supervise the work place. The contractor has to carry out the work as per directive of APGCL authority at any time. The APGCL authority has the right to ask the successful bidder to terminate any of the manpower if found not suitable or guilty and in such case the bidder is to replace the service person immediately.

25. TERMINATION OF CONTRACT:

Notwithstanding anything contained elsewhere, APGCL may at any time at its option terminate the contract or part of it after giving 15 days notice in writing to the contractor without assigning any reason and upon such termination APGCL shall have right to remove contractor's material from site and the contractor shall only be paid for the work satisfactorily completed in accordance with the provision of the contract.

If APGCL considers that the performance of the contractor is unsatisfactory or not up to the expected standard, APGCL shall notify the contractor in writing and specify in details the cause of dissatisfaction. APGCL shall have the option to terminate this contract if the contractor fails to comply with the requisitions, contained in the said written notice issued by APGCL

26. ADHERENCE TO SAFETY REGULATIONS:

Contractor shall ensure that all safety precautions required are observed at all times during the execution of the job as per Govt. statutory norms. APGCL authority will not be responsible for any mishaps occurring due to negligence or failure to adopt safety norms by successful bidder's personnel.

27. PHOTOGRAPHS / LABOUR PERMISSION / VEHICLE PERMISSION:

The contractor shall arrange to make photo gate passes / labour permission / vehicle passes etc for his persons/labourers/vehicles for working in site plant premises at his own cost as per rules of APGCL.

28. ARBITRATION CLAUSE:

- a) All disputes or differences, whatsoever arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by APGCL as hereinafter provided.
- b) For the purpose of appointing the sole arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- c) The contractor shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If one CONTRACTOR fails to communicate

his choice for appointment of arbitrator, the Appointing Authority shall do it on expiry of 30 days.

- d) If the arbitrator so appointed is unable to act or resigns or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid.
- e) The work under the contract shall however continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- f) The jurisdiction of arbitration shall be at Guwahati.
- g) The award of the arbitrator shall be final and binding on both the parties.
- h) Subject to aforesaid the provisions of the Indian Arbitration and Cancellation Act 1996 or any statutory modification or re-engagement thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceeding under this clause.

29. JURISDICTION

Subject to arbitration clause, all questions, disputes of differences arising under out of or in connection with the contract shall be subject the exclusive jurisdiction of Courts of Guwahati.

30. TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT

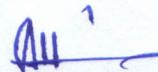
- a) Bidders are required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money Deposit.
- b) In case, the information / documents furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, APGCL shall have full right to terminate the contract and get the remaining job executed at the risk and cost of such contractor without any prejudice to other rights available to APGCL under the contract such as forfeiture of Security Deposit, withholding of payment etc.
- c) In case the issue of submission of false document comes to the notice after execution of the work, APGCL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.
- d) Further, such contractor/bidder shall be blacklisted for future business with APGCL.

31. SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

- a) The bidders are required to submit the copy of PF certificate duly attested by Gazetted Officer/Officer of Public Sector Enterprises.
- b) Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.
- c) Bidders are required to furnish the attested copy (ies) of documentary evidences in support of meeting the bidder's Eligibility Criteria.
- d) Bidders are required to submit last three years audited balance sheet which must have profit in all these years.
- e) Non-submission of the attested copies of the certificates/documents will render their bid non-responsive and liable for rejection.

32. COMPENSATION FOR EXTENDED STAY

No compensation for extended stay is payable for the work.



Chief General Manager (Generation)
APGCL, Bijulee Bhawan, Paltan bazaar,
Guwahati-1

ANNEXURE 1:
CHECK LIST

Sl No	List details	Submitted	Not submitted	Remarks
1	EMD			
2	Original APGCL's bid document			
3	Exception & deviation proforma			
4	PAN			
5	GRN with WC certificate, if applicable.			
6	GST registration certificate			
7	Performance/eligibility criteria certificate. (L oA/Work Order and Completion Certificate)			
8	Provident Fund registration			
9	Power of attorney/partnership/ Certificate of registration of ownership firm/Certificate of Incorporation			
10	Three consecutive year audited report & Last year annual turn over			
11	Schedule of Rate (SOR)			
12	Break up of SOR.			
13	Major Overhauling (unit Rate*)			
14	Sump Cleaning (unit Rate*)			

Note: No. of overhauling and sump cleaning will be as per actual basis.

ANNEXURE 2 (a)**SCHEDULE OF RATE (SOR)**

Schedule of Rate for service assistance shall be furnished as follows. The operation of pump shall be on shift basis round the clock.

Sl. No. Amount (Rs)	Description of work	Qty.	Rate per Month (Rs)	Period (Months)	Total Amount (Rs)
1	Service assistance for operation and maintenance				
	a) Diploma engineer (Elect/Mech), (Min. 3 years experience)	1		12	
	b) Electrician bearing Electrical Supervisor License (ITI-Wireman/Electrician)	1		12	
	c) Pump Operator for shift operation (ITI-Fitter/Mechanic/Electrician)	3		12	
	d) Unskilled (Helper) for shift operation (Inclusive of house keeping)	3		12	
2	Service assistance for security for shift operation	3		12	
3	Service assistance for Cleaner/Sweeper				
Reimbursable Expenses (Upper Limit)					
4	Service assistance for Communication	X			
5	Service assistance for Transportation	X			
6	Uniform & Safety equipments				
7	Overtime & compensatory wages (maximum limit)	-		12	
8	Miscellaneous (Item needs to be specified & prior approval is to be taken in written from APGCL authority)	-	-	-	-
	Total				

- All reimbursable expenses will be covered under SOR. Bidder will quote the upper limit (maximum) of the reimbursable expenses in the SOR.
- Reimbursable expenses will be on as per actual basis and shall not exceed the upper limit of the amount quoted by the bidder in the SOR. Any expenses incurred will be reimbursed upon submission of original bill. Bill will be processed for payment only after verification by AGM (WHRP) APGCL.

Signature & Seal of the Contractor

Annexure 2(b)

BREAK UP FOR SERVICE ASSISTANCE WAGES

Sl. No.	Description	Diploma Engineer	Electrician	Pump Operator	Unskilled	Security	Total Amount
i	Monthly Wages						
ii	Provident Fund						
iii	Insurance amount						
A	Total (Sl No. i to iii)						

Note: Wages should be maintained as per Government's norms.

Signature & Seal of the Contractor

Annexure 2(C)

Major overhauling of pump

Price breakup of manpower engagement for single pump against one overhauling.
(Overhauling period shall be considered maximum **4 days**)

Sl no	Category	Normal amount (Rs)	duty	Overtime Amount (Rs)	Total (Rs)
1	Service Engineer/ Skilled Supervisor				
2	Additional Skilled labour				
Grand Total for one pump for one overhauling					
Grand Total for 3 pumps for 6 overhauling for 12 months					

N.B.

- (a) Documentary evidence of service engineer/ skilled supervisor engagement of OEM shall have to be submitted along with the overhauling invoice by the bidder for payment. In case of skilled supervisor other than the OEM's service engineer is engaged, then prior approval with all credentials of the supervisor along with per day charge shall have to be taken from APGCL.
- (b) **In case of departmental supervision, item 2 shall only be considered.**
- (d) Spares, if required shall be under the scope of APGCL.
- (e) GST extra as applicable at the time of submission of invoice.

Signature & Seal of the Contractor

Annexure 2(D)

Sump Cleaning of pump

Price breakup of manpower engagement for Sump cleaning.

Sump Cleaning period shall be considered maximum **12 hours (08 hours normal duty plus 04 hours overtime, if required)**

Sl no	Category	Normal amount (Rs)	duty	Overtime Amount (Rs)	Total (Rs)
1	Additional Skilled labour				
Grand Total for one Sump cleaning					

N.B.

- (a) **Documentary evidence of skilled labour engagement shall have to be submitted along with the sump cleaning invoice by the bidder for payment.**
- (b) Cleaning operation of the sump is to be carried out with prior approval of APGCL authority. Bidder shall be full responsible for a silt free well sump for safe operation of the pump.
- (c) GST extra as applicable at the time of submission of invoice.

Signature & Seal of the Contractor