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**ASSAM POWER GENERATION
CORPORATION LIMITED**

BIDDING DOCUMENTS

(NATIONAL COMPETITIVE BIDDING)

FOR

**ELECTROMECHANICAL AND
HYDROMECHANICAL WORKS
CONTRACT PACKAGE FOR KARBI
LANGPI MIDDLE-II HYDRO POWER
PROJECT (24 MW)**

(ASSAM, INDIA)

Bid No: KLM-II-HPP/PKG- 2

**ELECTROMECHANICAL AND
HYDROMECHANICAL WORKS**

VOLUME-I

Part I

Invitation For Tender

March 2024

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1. NOTICE INVITING TENDER (NIT)

Invitation for electronic tender for Design, manufacture, procurement, supply, fabrication, shop assembly, painting, shop testing, transportation & delivery to project site, receipt & storage at site, erection, testing & commissioning including packing & forwarding for shipment and trial operation of Horizontal Francis Turbine driven Generating units, Main Inlet Valves, Drainage & Dewatering system, Cooling Water system, SCADA/Controls of all Electro-Mechanical Equipments and other associated & auxiliary equipment and all Hydro-Mechanical Equipments and steel liner of pressure shaft including all associated electrical works for KARBI LANGPI MIDDLE II HYDRO Power PROJECT (3 x 8 MW), West Karbi Anglong, Assam.

(National Competitive Bidding)

ASSAM POWER GENERATION CORPORATION LIMITED (APGCL), hereinafter referred to as "Employer", invites electronic bids in two parts (i.e., Envelope-I: Bid Security, Qualifying Requirements and Technical Proposal and Envelope-II: Price Bid) from eligible Tenderers for work as per the brief particulars mentioned below. Bidding is open to Contracting Company/Consortium from within India. Complete Tender document can be viewed / downloaded online through website www.assamtenders.gov.in (hereinafter referred to as Website) by depositing the Tender fees online. The Bidder intending to participate in the bid is required to register in the e-tender portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender. More information useful for submitting online bids on the Assam Tenders Portal may be obtained at Website.

2. SCOPE OF WORK

Design, manufacture, procurement, supply, fabrication, shop assembly, painting, shop testing, transportation & delivery to project site, receipt & storage at site, erection, testing & commissioning including packing & forwarding for shipment and trial operation of Horizontal Francis Turbine driven Generating units, Main Inlet Valves, Drainage & Dewatering system, Cooling Water system, SCADA/Controls of all Electro Mechanical Equipments and other associated & auxiliary equipment AND all Hydro-Mechanical Equipments and steel liner of pressure shaft including all associated electrical works for KARBI LANGPI MIDDLE II HYDRO POWER PROJECT (3 x 8 MW) as detailed in the tender document. Detailed Scope can be found under Volume-III.

3. BID SCHEDULE

Detailed specification and scope are given in the bidding documents, which are available for sale at the address given below and as per the following schedule:

Tender Document No.	KLM-II-HPP/PKG - 2
Cost of Tender Documents	Rs 30000.00(Indian Rupees Thirty Thousand only).
Date & timing of Tender Document Sale	16.03.2024 at 14:00 hrs
Last date for sale of the Tender	29.04.2024 at 14:00 hr
Date & Time for Pre-Bid meeting	02.04.2024 at 14:00 hr
Place of Prebid meeting	O/o The CGM(NRE), APGCL, Guwahati-01
Date & Time of Bid Opening	30.04.2024 at 14:00 hr
Place of Bid Opening	O/o The CGM(NRE), APGCL, Guwahati-01

The Bid Earnest Money Deposit (EMD) to be submitted along with bid in Indian Rupees

A firm can submit only one Bid. If the firm submits more than one Bid all his Bids are liable to be rejected. Interested firms are advised to inspect the site and acquaint themselves with the site conditions.

Electronic bids superscribed **KLM-II-HPP/PKG-2**: "Design, manufacture, procurement, supply, fabrication, shop assembly, painting, shop testing, transportation & delivery to project site, receipt & storage at site, erection, testing & commissioning including packing & forwarding for shipment and trial operation of Horizontal Francis Turbine driven Generating units, Main Inlet Valves, Drainage & Dewatering system, Cooling Water system, SCADA/Controls of all Electro Mechanical Equipments and other associated & auxiliary equipment AND all Hydro-Mechanical Equipments and steel liner of pressure shaft including all associated electrical works for KARBI LANGPI MIDDLE II HYDRO POWER PROJECT (3 x 8 MW). West Karbi Anglong Assam, India." Assam, India." must be uploaded on the Website by **29.04.2024 at 14:00 hr**. No bids can be uploaded to the website after the due date/time of submission of bids is over.

The Bid Security of **INR 1.4 Cr** must accompany the Bid. The Bid not accompanied by the Bid

Security shall be rejected as non-responsive.

Bid shall be valid for a period of 180 days from the due date of submission of Bid.

4. QUALIFYING REQUIREMENTS

The Tenderer who wishes to participate in the bid shall be registered under General Sales Tax Act 1968 and satisfactorily establish the Qualifying Requirement (QR) as detailed in Vol III Section A4. These must be satisfied with all the similar equipment /works pertaining to the similar Powerhouse should have been executed previously and having experience in similar nature of works. Performance certificates to satisfying the above requirement shall be furnished along with the tender.

The Tenderer may also participate in a joint venture provided the lead partner of the consortium meets the eligibility criteria. The Joint Venture Agreement must also specify the scope of work of each partner along with the bid.

5. FINANCIAL CRITERIA

- a) Turnover: The average annual turnover of the Tenderer / collective turnover of JV partners in the preceding three (3) completed financial years as on the date of bid opening shall not be less than INR 75 Crore. (Supporting audited reports shall be submitted for last three (3) preceding years.). In case the Lead Contractor wants to sublet the Hydromechanical Works, the average annual turnover of last five financial years of sub-contractor in all class of construction works only shall be at least Rs. 20 and Working Capital (current assets minus current liabilities) should not be less than Rs. 15. For JV Firm the lead partner shall have at least 75% of the stated average annual turnover of Rs 75.00 Cr. Also, Financial years for which the average annual turnover shall be calculated specified clearly -viz- FY 2020-21, 2021-22, 2022-23.
- b) Net Worth: The net worth of the Tenderer as on the last day of the preceding financial year shall not be less than one hundred twenty-five (125) % of its paid-up share capital.
- c) The bidder has not suffered loss in three of the last five financial years. **(FY 2018-19, 2019-20, 2020-21, 2021-22, 2022-23)** This is applicable to the lead member as well as other members in case of a Consortium.

Bidders applying as a consortium/JV to qualify, the combined strength of all the

consortium members should meet the qualifying criteria. If the consortium bidder is qualifying with lead member, even in such case the other member of the consortium is required to at least meet 25% of the stated criteria.

A Tenderer who does not satisfy the net worth criteria on its own would be required to furnish along with its bid a Letter of Undertaking from the holding company pledging unconditional and irrevocable financial support for execution of the Contract by the Tenderer in case of award.

In case where audited results for the last preceding year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

In case of Joint Venture, all the partners shall be collectively required to meet the criteria regarding unutilized Bank Guarantee limits & Cash Credit limits together with cash and bank balances including fixed deposits.

Notes:

- i. For the purpose of compliance to the stipulated turnover criteria given above, the turnover from Joint Venture(s) / Consortium(s) in proportion to Tenderer's / proposed JV partner(s) share of the work as declared in the Joint Venture agreement, shall also be considered. However irrespective of this, the Lead Partner of the JV must have at least 75% of the minimum average annual turnover required as per this tender.
- ii. The Tenderer / each partner of JV who has executed the work above as a member of Joint Venture/Consortium can also participate provided:
 - a) The allocation of scope of work between the partners of the Joint Venture / Consortium is clearly defined and the Tenderer's / each partner of JV's, scope of work executed by them as individual contribution in Joint Venture / Consortium meets the requirements above.

- b) In case the allocation of the scope of work between the partners of the Joint Venture / Consortium is not clearly defined, then the work experience of the Joint venture can be claimed by the Tenderer/ each partner of JV, provided the Tenderer's /each partner of JV's share in the aforesaid Joint Venture / Consortium was at least 30%.
- iii. The works executed by the Joint Venture / Consortium will be considered for the purpose of qualification as provided, the same Joint Venture / Consortium which had executed the qualifying work(s) is submitting the bid for this package, such Joint Venture(s) / Consortium(s) will be eligible for qualification above.
- iv. In case of Joint Venture bid, the Tenderer shall provide, along with his bid, a Joint Venture Agreement, in which the partners in the Joint Venture are jointly and severally liable to the Employer to perform all the contractual obligations. The bid security and, in the event of award, the bank guarantee(s) shall be in the name of all the partners of the Joint Venture.
- v. The Tenderers seeking qualification under 5. (a) above, the number of partners in case of Joint Venture excluding lead partner shall not be more than one (1). The participation of lead partner should be maximum but not less than 50% and that of other JV partners not less than 20% of the Contract Value.
- vi. In the event of the work being awarded to a Tenderer qualified as a Joint Venture, each partner of the Joint Venture shall be responsible for execution of at least 75% of work for which they claim to have Specific Experience and based on which they meet the qualifying criteria. An undertaking to this effect shall be included in the JV agreement to be submitted along with the bid. However, the Lead partner shall be fully responsible for the overall execution of the entire work stipulated in the tender/contract.
- vii. Net Worth means the sum total of the paid-up share capital and free reserves.
- viii. Other income shall not be considered for arriving at annual turnover.
- ix. For utilized Bank Guarantee limits, Cash Credit Limits and Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Bid opening shall be used.

6. BID PREPARATION

- i. The Bids containing any variations or deviations whatsoever from the terms and conditions, specifications, drawing, designs etc. as contained in the tender documents are liable to be rejected as non-responsive unless the said variations and deviations are specifically indicated and justified.
- ii. Tenderers are required to sign and submit all the documents, information and schedules stipulated in the tender documents.
- iii. The last three (3) years income tax and sale tax clearance certificates the financial year be specified for clarity, or the latest orders passed by such departments pertaining to the Tenderer shall accompany the bids. Conditional bids and telegraphic bids shall not be entertained.
- iv. The bid shall be valid for a period not less than One Hundred Eighty (180) days commencing from the date of opening of bids (Bid Validity Period).
- v. Employer reserves the right to reject any or all bids or cancel / withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no Tenderer / intending Tenderer shall have any claim arising out of such action.
- vi. Complete set of Bidding Documents may be downloaded by the interested Tenderer from the website after registering and logging to the website, after online payment (non-refundable) of the Tender fee. Downloading of Tender Documents by any Bidder shall not construe that such Bidder is considered to be qualified. Transfer of Tender Documents downloaded by one intending bidder to another is not permissible.
- vii. Bids must be submitted online on the website before the due date / time of submission. Additionally, a hard copy of the Bid shall be submitted by Registered post/ Courier/ Personally.
- viii. In case of any discrepancies found between the downloaded tender documents from the website and the master copy available in the website, the later shall prevail and will be binding on the tenderer(s). No claim/appeal on this account will be entertained or given cognizance.

- ix. Bids shall be opened in the presence of Tenderer's representatives who choose to attend at their own cost and expenses.
- x. Bid evaluation (Technical / commercial) of bidder(s) shall be done based only on the electronically submitted technical bid uploaded by the bidder on E-tender portal. In case of any mismatch (clauses/terms/conditions/etc) with the electronically submitted bid with the hard copy submission, then such clauses/terms/conditions/etc mentioned in the uploaded electronic copy of the bid on the website shall be considered.

7. BEGINNING OF WORK

The Employer will issue one (1) Letter of Award (LOA) to the successful Tenderer. The Letter of Award will cover Supply of Goods and Services / Works.

The Contractor shall begin work upon issuance of Notice to Proceed. The zero date shall be counted from the date of Notice to Proceed after release of advance payment provided bank guarantees for advance payment and performance security shall be furnished by the successful tenderer within thirty (30) days from the date of issue of LOA.

8. COMMISSIONING OF UNITS

A unit is considered as “ready for commissioning” when the entire equipment is erected and adjusted to Contractor's and Employer's satisfaction, and when all the prestart tests described in the Technical Specifications are completed. It shall include all auxiliaries supplied by the Contractor required to operate the units satisfactorily.

A unit is considered ready for commercial operation and taking-over when all the tests described in the Technical Specifications as well as “Trial Run” are satisfactorily completed.

Supply Completion – 730 days for Electromechanical Works and 913 days for Hydromechanical Works, from the date of Notice to Proceed (NTP).

Completion Milestones for various major assemblies at Project Site:

Sl. No.	Items		Milestones from the date of Notice to Proceed		
			Unit # 1	Unit # 2	Unit # 3
1.	D/T Liner	Supply*	335	365	396
		Erection	426	456	487
2.	Pressure testing of Spiral Casing	Supply*	426	457	487
		Erection	487	517	548
3.	Assembly of Stator and Rotor in Service Bay	Supply*	457	487	518
		Erection	548	578	609
4	Spinning of TG Units	--	639	670	670
5.	Synchronization and completion of Trial Run.	--	700	700	730

Supply* - Receipt at site.

Note: - Penalty/Liquidated damage is applicable for each unit separately if the Tenderer fails to complete activity of last unit (along with completing the previous two units) within the scheduled time for each individual milestone.

The Contractor shall give the bar chart of the work schedule for complete activities pertaining to contract along with Bid. The work schedule shall cover the design, manufacturing, delivery, erection, and commissioning of all equipment.

The Penalty / Liquidated damage as per SCC shall be applicable, if the Contractor fails to meet milestones mentioned above.

9. FINAL ACCEPTANCE

After completion of Commissioning & Taking over of the Plant for commercial operation, Performance Guarantee (PG) tests shall be carried out by the Contractor within six (6) months period. On satisfactory completion of Performance Guarantee (PG) tests and after Defect Limitation period is over, the Plant & Equipment are finally accepted, and "Final Acceptance" Certificate is issued by the Employer.

10. ADDRESS FOR COMMUNICATION

For clarification / information about the Bid, e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders may contact **The office of The Chief General Manager (NRE)**, Assam Power Generation Corporation Limited Bijulee Bhawan, Guwahati-781001

Phone no.: CGM NRE-8638864165, email: prasanna.gogoi@apgcl.org

Phone no.: DGM NRE-7005128110, email: harinarayan.hazarika@apgcl.org

Phone no.: AGM NRE-8724935917, email: sharat.borah@apgcl.org

The Employer shall have the right to reject all or any of the Bids and shall not be bound to accept the lowest or any other Bid or to give any reason for such decision.

For & on behalf of Assam Power Generation Corporation Limited.

PART-II
INSTRUCTIONS TO BIDDERS

1. GENERAL

Assam Power Generation Corporation Limited (APGCL) hereinafter referred to as the 'Employer' intends to implement 24MW Karbi Langpi Middle II Hydro Power Project located in Karbi Anglong district of Assam, India and accordingly invites bid for Electromechanical and Hydromechanical works for the same, on National Competitive Bidding basis. The package details "Design, manufacture, procurement, supply, fabrication, shop assembly, painting, shop testing, transportation & delivery to project site, receipt & storage at site, erection, testing & commissioning including packing & forwarding for shipment and trial operation of Horizontal Francis Turbine driven Generating units, Main Inlet Valves, Drainage & Dewatering system, Cooling Water system, SCADA/Controls of all Electro Mechanical Equipments and other associated & auxiliary equipment and all Hydro-Mechanical Equipments and steel liner of pressure shaft including all associated electrical works for KARBI LANGPI MIDDLE II HYDRO POWER PROJECT (3 x 8 MW) as detailed in Vol-III of Tender Documents.

2. TIME FOR COMPLETION

The Works under the scope shall be completed in its entirety within 730 days for Electromechanical Works and 913 days for Hydromechanical Works from the date of Order to Notice to Proceed.

3. ELIGIBLE BIDDERS

This Invitation of Tender is open to all Bidders of repute, who fall under one of the following categories:

- a) Registered Proprietary firm.
- b) Registered Partnership firm.
- c) Limited company or limited corporation.
- d) Consortium or unincorporated joint ventures of two or more firms/companies as per to (c) above.

Bidders shall provide evidence of their qualification/eligibility to the satisfaction of the Employer, as brought out hereunder.

4. QUALIFYING CRITERIA FOR BIDDER

The bidder should meet the following minimum criteria for qualification in Volume III.

5. Requirements for the Bidder as a Consortium

Bids submitted by a consortium of two as members shall comply with the following requirements:

- (a) The bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed by authorized representative so as to be legally binding on all members.
- (b) One of the members shall be nominated to be the Lead Member; and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members.
- (c) The Lead Member shall be authorized to incur liabilities, receive instructions for and on behalf of any or all members of the consortium and the entire execution of the Contract, including receiving payments.
- (d) All members of the consortium shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and the Form of Contract Agreement (in case of a successful bid)
- (e) A copy of the agreement entered into by the consortium members.
- (f) The consortium agreement should indicate precisely the responsibility of all members of JV in respect of planning, construction, equipment, key personnel, work execution, financing etc., of the project. This should not be varied/modified subsequently.
- (g) The qualifying requirements of each member of a Consortium and the combined strength of the Consortium shall be met as the instructions given in ITB.
- (h) No firm, individual company or corporation will join more than one joint venture.
- (i) If the bidder has executed the works in the past as Lead Member (or Member) in a Consortium, then the bidder's experience and physical performance will be only considered to the extent of their shareholding in that consortium, irrespective of the actual experiences and physical performance of the individual member of that consortium and irrespective of any internal understanding among the members of those consortium (s).
- (j) The physical performance experience of a sub-contractor of the bidder will not be considered for evaluating the Specific Experience of the bidder. Also, the financial experience of the bidder, who has worked as a sub-contractor will not be considered for evaluating the Turnover of the bidder.

6. Disqualification

Even though the bidder satisfies the above requirements, they are subject to be disqualified if they have.

- (a) Made untrue or false representations in the forms, statements and

- attachments required in the pre-qualification documents and/or,
- (b) A Record of poor performance such as abandoning the work, not properly completing contracts etc. or financial failures and/or,
 - (c) Defaulted on account of national defence and security consideration.
 - (d) If the Bidder is found blacklisted during evaluation.

7. ADDITIONAL REQUIREMENTS

The Bid should be submitted in the prescribed forms without any alteration and the same should be signed in the manner laid down hereunder:

If the Bid is submitted by a proprietary firm, it shall be signed by the proprietor with his full name and full name of his firm and current business address.

If the Bid is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business addresses, or by a person authorized by the power of attorney of the firm, for signing the Bid; in which case a certified copy of the power of attorney shall accompany the Bid. A certified copy of the partnership deed, the certificate of registration issued by the Registrar of Firms under the provisions of the Indian Partnership Act, 1932 and current business address of all the partners of the firm shall also accompany the Bid.

If the Bid is submitted by a company incorporated under the provisions of the Companies Act, 1956, it shall be signed by a person duly authorized for signing the Bid in which case a certified copy of the power of attorney along with the board resolution under the common seal of the company shall accompany the Bid. Such limited company may be required to furnish satisfactory evidence of its existence before the contract for the Works is awarded.

If the Bid is submitted by a consortium of firms, the Lead Member of the Consortium shall submit complete information pertaining to each of the firms in the consortium and furnish evidence admissible in law in respect of the authority assigned to such Lead Member on behalf of the Consortium for Bidding and for completion of the Tender Documents. The full information and satisfactory evidence pertaining to the participation of each member of the Consortium in the Bid shall be furnished along with the Bid.

All witnesses and sureties shall be persons of status and their full names, occupation and addresses shall be stated below their signatures.

Each page of the Bid shall be signed by the Bidder in the manner set out above and all such signatures shall be dated.

Any change in the legal status of the Bidder subsequent to submission of the Tender will render the application as non-responsive.

In case of General Power of Attorney, the original Power of Attorney shall be shown on demand by Officers of the EMPLOYER, whenever demanded. In the case of specific Power of Attorney, the same shall be submitted along with

the Bid.

8. One Bid Per Bidder

A firm shall submit only one Bid in the same Bidding process, either individually as a Bidding Company or as a Member of a Bidding Consortium. No firm can be a subcontractor while submitting a Bid individually or as a party of a joint venture or Bidding Consortium in the same Bidding process. A firm, if acting in the capacity of Subcontractor in any Bid, may participate in more than one Bid, but only in that capacity. A Bidder who submits or participates in more than one Bid in violation to the above provisions will cause all the proposals in which the Bidder has participated to be disqualified.

9. Cost of Bidding

The Bidder shall bear all costs associated with the preparation, submission, clarification, and to attend discussions/conference in connection of this tender. The Employer in no case will be responsible or liable for those costs whatsoever.

10. Site Visit

The Bidder is advised to visit and examine on his own and the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the own expense of bidders/ tenderers.

11. TENDER DOCUMENTS

The contents of tender documents are as stated below, and should be read in conjunction with any addendum issued, if any:

VOLUME I – Tender Invitation

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Part II: Instructions to Tenderers

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Part I - General Conditions of Contract (GCC)

Part II – Special Conditions of Contract (SCC)

VOLUME III - Technical Specification

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1. Salient Features and Project Schedule
2. General Technical Requirements (GTR)

3. Schedule of Requirements (SOR)
4. Qualification Requirement (QR)

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1. Technical Specification- Turbine & Auxiliaries
2. Technical Specification – Main Inlet Valve
3. Technical Specification- Fire Protection System
4. Technical Specification- HVAC
5. Technical Specification- EOT Crane
6. Technical Specification- Workshop Equipments
7. Technical Specification- Elevator

Section C

1. Technical Specification - Generator & Excitation System
2. Technical Specification - Generator Transformer & other Auxiliary Transformers
3. Technical Specification - Medium Voltage switchgear
4. Technical Specification - 415V Low Voltage Switchgear
5. Technical Specification - Control & Protection System
6. Technical Specification - Control and Monitoring System (Automation, SCADA)
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8. Technical Specification - Power and Control Cables and Cable Trays
9. Technical Specification - Illumination System
10. Technical Specification - Earthing System
11. Technical Specification - Emergency Diesel Generator Set
12. Technical Specification - Communication System (CCTV, EPBAX, and PA System)
13. Technical Specification - 33 kV Switchyard
14. Technical Specification - Electrical Workshop

Section D - Technical Specification of HM Works

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2. Description and Design Criteria
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8. Pressure Shaft

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1. Cash Flow Requirements
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VOLUME V – Drawings

Part 1 – Electro-Mechanical

Part 2 – Hydro-Mechanical

The Bidder is expected to carefully examine all instructions, forms, terms, specifications, and other information in the tender documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the tender documents in every respect will be at the bidder's own risk and may result in rejection of its bid.

Bidders requiring procurement of priced publications as Indian Codes and other national standards, international standards and circulars issued by the Govt. of India from time to time or Govt. Publications, are advised to obtain the same from respective offices of the concerned agencies/publications in India on payment.

All forms, schedules and data sheets given in Volume-IV are to be filled, signed and stamped by the bidder. If any forms are to be left blank by the bidder, the same also need to be signed and stamped by the bidder.

11.1. Clarification of Tender Documents and Pre-bid Meeting

- (a) A prospective Bidder requiring any clarification on the Tender documents may notify the Employer in writing or by e-mail to the Employer's mailing address preferably within 21 (twenty-one) days of start of sale of tender documents. The Employer will respond in writing or by email to any request for clarification or modification of the tender conditions that it receives in the pre-bid meeting. Modifications of any tender conditions based on any clarification request from

bidders or through pre bid meeting shall be published on E -tender portal as “Corrigendum” for intimation to all prospective bidders.

- (b) The Bidder is advised to visit and examine the site where the Works are to be executed 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 construction of such Works.
- (c) The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and the Bidder will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- (d) The Bidder’s designated representatives are invited to attend a pre-bid meeting, which will take place at the venue and time stipulated in the NIT or intimated by the Employer at a later date. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder is requested, as far as possible, to submit any question in writing or by e-mail, to reach the Employer not later than seven (07) days (before the meeting). It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Record of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents which may become necessary as a result of the pre-bid meeting, shall be made by the Employer exclusively through the issue of an addendum.

11.2. Addendum of Bidding Document

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, or as a result of pre-bid meeting modify the tender documents by issuing an addendum.

Any addendum shall be published on E-Tender portal for intimation to all prospective bidders.

To give prospective Bidders reasonable time to take an addendum into account in preparing their bids, the Employer may extend, if necessary, the last date for submission of Bids.

12. PREPARATION OF BIDS

12.1. Language of Bid

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

Bidder may be in another language provided they are accompanied by an accurate and certified/notarized translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.

12.2. Price Bid

The bidder shall quote his price in the prescribed forms given in Volume IV. The bidder is to quote the rates and price against each item of the BoQ provided with the tender document, after careful analysis of cost involved for the performance of complete work considering all specifications and conditions of contract and shall fill up and upload the BOQ attached with the E-Tender document on E-Tender portal.

The rates and prices quoted by the Bidder are not subject to adjustment during the performance of the Contract except for the specific provisions given in General/Particular Conditions of Contract.

All duties, taxes, and other levies (it should be specific) payable by the contractor as per State / Central Government rules, shall be included in the bid price quoted by the Bidder.

12.3. Construction Program

The Bidder shall include in his Bid, a detailed construction program for executing the Project. The program must include the **number of days required** from the date of approval of "Construction drawings" of a particular structure by the Employer, to the start of construction work of that structure by the Contractor.

12.4. Bid Forms and Price Schedules

The Bidder shall complete the Bid Forms for qualification, technical schedules and Bill of Quantity furnished in the tender documents in the manner and detail indicated therein.

12.5. Bid Currencies

All prices shall be quoted in **Indian Rupees** only.

12.6. Bid Validity

Bids shall remain valid for a period of not less than **180 (One Hundred Eighty) days** from the due date of submission of the Bid.

During the above-mentioned period, no plea by the Bidder for any sort of modification of the Bid based upon or arising out of any alleged misunderstanding, misconceptions or mistake or due to any reason(s) whatsoever will be entertained.

In exceptional circumstances, prior to expiry of the original time limit, the **Employer** may request the bidders to extend the period of validity for a specified additional period.

Such request to the Bidders shall be made in writing or email. A Bidder agreeing to the request will not be permitted to modify his Bid but will be required to extend the validity of his Bid Security for the period of the extension.

12.7. Bid Security (EMD)

The Bid Security (EMD) worth **INR 1.4 Cr (INR–one Crore and forty lakhs) only** in the form of Bank Draft or Bank Guarantee from Scheduled Commercial Bank as per the format given in Volume-IV of the tender document, shall be deposited along with the Bid by the Tenderer.

The hard copy of the original Bank Draft/ BG is to be submitted to APGCL within 7 days from the date of Bid opening. Also, scan copy of the original Bank Draft/BG copy against the EMD payment shall be uploaded by the bidder along with the bid at <https://assamtenders.gov.in>. Any Bid not accompanied by Bid Security in an acceptable form shall be rejected as **non-responsive**.

The Bid Security of the unsuccessful bidders will be returned, after the Employer entering into an agreement with the successful bidder or expiration of the period of Bid validity, whichever is earlier.

The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and has furnished the required Performance Security towards faithful execution of the contract, in terms of General Conditions of Contract.

The Bid Security shall be forfeited:

- (a) if the Bidder modifies or withdraws bid during the period of Bid validity or
- (b) if the Bidder is found to have indulged in corrupt or fraudulent practices covered under ITB Clause 16.
- (c) if the Bidder does not accept the correction of his Bid price pursuant to ITB **Clause 14.5** or
- (d) in the case of a successful bidder if he fails within the specified time limit to: or time limit not mentioned in
 - sign the Contract Agreement, and/or
 - furnish the required Performance Security.

Employer will not pay any Interest or any other charges whatsoever, on the above bid security.

12.8. Alternative Proposals by Bidders

Bidders shall submit bids which comply with the requirement of the Bidding Documents. **Alternative bids will not be considered.**

12.9. Format and Signing of Bid

The bidder shall prepare 02 (two) copies of the bid clearly marking each 'Original Bid' and 'Copy of Bid' as appropriate. In the event of any discrepancy between them, the Original shall prevail.

The original and copy of the bid shall be printed or written in indelible ink and shall be signed by the bidder or persons duly authorized to sign the bid and the contract. The letter of authorization shall be authenticated by written power of attorney accompanying the bid.

All pages of the bid shall be initiated by the person or persons signing the bid.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid. All qualification documents shall be numbered and submitted as a package with the signed Bid Forms.

The Bidder shall sign on the cover page of the documents, to confirm that he has read and accepted all the contents and conditions contained therein and shall affix his signature on all pages of Bid documents. The bidder has to upload signed and sealed copy of their technical bid on E-tender portal for purpose of submission of bid

13. SUBMISSION OF BIDS

13.1. Sealing and Marking of Bids

Bids shall be uploaded online on the E-Tender Portal in Single Stage and in Two Envelope system. Envelope I shall contain the Technical Bid while Envelope II shall contain the Price Bid as given hereunder:

Envelope I shall contain the following materials in a sealed envelope.

- (a) Bid Security
- (b) All Schedules (as given in Volume- IV of the Tender Document)
- (c) All Forms (as given in Volume-IV of the Bid Document)
- (d) Copy of all documents specified under Price Schedule (Bill of Quantities) **without** indicating any prices therein. Only the Quantities need to be indicated in this Envelope.
- (e) Data Sheets (as given in Volume-IV of the Tender Document).
- (f) Any other document as required under these Instructions.

Financial values related to the Bid, wherever required, shall be left 'Blank' in all the Schedules, Data Sheets and Price Schedules.

Envelope II should contain the following materials in a sealed envelope:

- (a) Bid Form duly signed with financial values in words and figures both.
- (b) Duly completed Price Schedule (Bill of Quantities) with financial values.

(c) Deviation Statements indicating cost of withdrawal.

Bids must be submitted online on the website before the due date / time of submission. Additionally, a hard copy of the Bid shall be submitted by Registered post/ Courier/ personally within 7 days to APGCL from the date of Bid opening.

13.2. Late Bids

Any bid received by the Employer after the deadline for submission of bids prescribed by the Employer, are liable to be rejected.

13.3. Modification and Withdrawal of Bids

The Bidder may modify its Bid on E-Tender Portal after submission/uploading, prior to the deadline prescribed for Bid submission/uploading. No Bidder will be allowed to modify the Bid on E-Tender Portal after deadline of submission/uploading.

Any Bidder can modify its on-line part of the submitted Bid and resubmit the Bid on-line as many times as he may wish, only before the deadline of submission/uploading of Bids.

No bid will be modified subsequent to the deadline for submission of bids.

No bid will be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity. Withdrawal of a bid during this interval will result in the Bidder's forfeiture of its Bid Security, pursuant to **ITB Clause 12.7**.

14. OPENING AND EVALUATION OF PROPOSALS

14.1. Opening of Technical Bid

All the bids uploaded on the E-Tender portal, Technical Bid is opened online and Envelope I of the Bid shall be opened in the presence of intending bidders or their representatives if they choose to be present. The Price bid is to be opened online of all the bidders and shall be kept unopened in the safe custody of the Employer. Verification of EMD shall be done first. If EMD of a Bidder is not acceptable to the Employer, it shall not be binding on the Employer to carry forward the evaluation of the Bid. Assessment of qualification and capability, technical and financial both, of the Bidders shall be done by the Employer based on documents submitted by the Bidders. A bidder, who does not qualify as per the qualification requirements, shall not be assessed further to judge his techno-commercial capabilities. After carrying out technical evaluation, a list of eligible bidders shall be prepared, and all such bidders shall be intimated of date and time of opening of Price Bid.

To assist in the examination, evaluation and comparison of bids, the Employer may, at its discretion ask the Bidder for clarifications on its bid. The request for clarification and the response shall be in writing or email and no change in the price or substance of the bid shall be sought, offered or permitted.

14.2. Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation, the Employer will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

Assessment: The detailed assessment for qualification and techno-commercial capability shall be based on the following information submitted by the Bidder:

1. Data submitted in prescribed formats given in Schedule 1 to 4 and Forms 1 to 10 to adjudge the qualifying requirements (***Volume IV of the Bid Document***)
2. Bidder's techno-commercial proposals for carrying out the entire works in accordance with the specifications in this document, as per unpriced Bill of Quantities and Data Sheets 1 to 14 (***Volume IV of the Bid Document***).

The Envelope I submissions must principally demonstrate the adequacy of bidder in:

- Technical and Financial qualifying requirements
- The methods proposed for mobilization and establishment of site installation and for the timely completion.
- The arrangements for the logistic support for completion, testing and commissioning of all works of the project.

In order to qualify for opening of the Price Bid (Part II), a bidder needs to meet the Qualification Requirements. Failing to meet these requirements may disqualify the bidder from further evaluation. To facilitate completion of the techno-commercial comparison in the limited time available, bidders are strongly recommended.

- To submit their method statement and all other data in the form and order indicated in the data sheets and/or as instructed above, and to ensure that all specific points on which information has to be submitted, as detailed in the bid documents, are fully covered.
- To ensure that all material submitted is complete in all respects but also concise, and to avoid including material of marginal relevance or importance.
- To avoid submission of confusing statements in the bid. Any statement /information found to be confusing in a bid shall not be considered for evaluation purpose.

14.3. Deviations from Bid Document/ Additional Clauses

All bidders shall note that the bids containing any deviation whatsoever from the basic parameters in respect of General Conditions of Contract and Particular Conditions of Contract and Technical Specifications may lead to disqualification of the bidder.

14.4. Price Bid Opening

The time and date for Bid opening of the Price Bids will be intimated to all qualifying Bidders on E-Tender portal. At the specified date and time, the Price Bids of all the qualified bidders will be opened in the presence of the bidders or his authorized representatives who may choose to be present. In the event of the specified date of opening of price proposal (**Envelope II**) being declared a holiday by the Employer, the price proposals shall be opened on the next working day.

14.5. Evaluation and Comparison of Price Bids

Employer will evaluate and compare the price bids of all the technically responsive and qualified Bidders to determine whether the documents are complete, properly signed, all the Schedule of Works (BoQ) have been provided as per the formats given in the bid documents and whether the financial bids are generally in order, as stated below:

The Price Bids will be checked by the Employer/Employer's authorized representative for any arithmetical errors. Errors will be corrected by Employer/Employer's authorized representative as follows:

- a) Where there is a discrepancy between the amount in figures and words, the final total price in the BOQ that will be used by the system will be the amount in Figure from specific column in the BOQ.
- b) When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, then the rates quoted by the bidder in words shall be taken as correct.
- c) When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and the amount shall be corrected.
- d) Where there is a discrepancy between the total bid amount and sum of total costs, the sum of total costs will govern. The amount stated in the form of bid will be adjusted in accordance with above procedure.

The amount stated in the Bid Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be communicated to the bidder in writing or email for his acceptance in writing or email within 14 (Fourteen) days from the date of issue of such communication. Such corrections, however, shall be binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid guarantee / Bid Security shall be forfeited in accordance with **ITB Clause 12.7**.

The Financial Bids shall then be evaluated considering the following factors.

- a) Total Quoted Price for the entire scope.
- b) 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.
- c) If the bid is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require

the Bidder to produce detailed price analysis for any or all items of the work, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

Based on the lowest Initial Price Offer, the Employer reserves the right to fix the “Opening Price” i.e. the base price/ start price for online Reverse Auction/Bidding. The Employer will then conduct online Reverse Auction/Bidding within the Bidders.

14.6. Online reverse auction/bidding:

“Online Reverse Auction/Bidding” shall be conducted by the Employer between the Bidders, who are found eligible for participating in the Reverse Auction/Bidding by the Employer. After publishing the Reverse Auction/Bidding by the Employer in the e-tender portal, the eligible bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) can be able to view the “Opening Price” i.e. the base price/ start price for Online Reverse Auction/Bidding, the Bid Decrement value, Start time & end Time etc.

The Bidder that submits the lowest Final Price Offer at the conclusion of online Reverse Auction/Bidding process, i.e. the Closing Price, shall be termed as the “L1 Bidder”.

Similarly, the Bidders that submits the next lowest Final Price Offer at the conclusion of online Reverse Auction/Bidding process shall be termed as the “L2 Bidder”, “L3 Bidder” “L4 Bidder” and “L5 Bidder”, as the case may be.

Note: If no Final Price Offer is received online in the Bidding system/website within the specified time duration of the online Reverse Auction/Bidding from the Bidders who are found eligible by the Employer for participating in the Reverse Auction/Bidding, then the Employer will take further decision on the Tender, at its sole discretion, without assigning any reason.

14.7. Process to be Confidential.

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced by the Employer. Any effort by a Bidder to influence the processing of Bids or award decisions may result in the rejection of his Bid.

14.8. Policy for Bids under Consideration

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection of bid is communicated by the Employer. While the bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, the Employer and /or his employees/representatives/ consultants on matters related to the bids under consideration. To assist in the examination, evaluation and comparison of bids, the Employer’s authorized representative may, at his discretion, ask any or all bidders for clarification of his/their bids, including breakups of prices, technical information, documents, and materials after opening of the bid. The

request for clarification and the response shall be in writing but no change in the price or substance of the bid will be sought, offered, or permitted. The bidders shall submit all clarifications / additional documents in original and two copies.

The Bidders whose bid is not accepted shall not be entitled to claim any costs, charges, and expenses of and incidental to or incurred by him through or in connection with his submission of bid.

15. AWARD OF CONTRACT

15.1. Contract Award Criteria

The Employer will call the Bidder who is found to be technically responsive and qualified as per the Bid conditions and whose evaluated bid price is lowest for holding pre-award discussions. The Employer reserves the right to accept or reject any bid or all Bids and to cancel the Bidding process, at any time prior to the award of Contract, and shall not bear any liability for such decision and shall not have any obligation to inform the affected Bidder or Bidders of the reasons thereof.

15.2. Notification of Award of Contract

Prior to expiration of the period of Bid validity prescribed in tender document, the Employer shall notify in writing to the successful Bidder, that his Bid has been accepted. This letter shall notify the sum which the Employer will pay to the Contractor in consideration of the execution, completion of the Project by the Contractor as prescribed by the Contract.

The notification of award will constitute the formation of the Contract until the Contract is formally signed in terms of ITB Clause 15.3 below.

15.3. Signing of Contract Agreement

Bidder whose bid has been accepted (hereinafter referred to as Contractor) will execute the agreement with the Employer in the prescribed form in Volume IV of the Tender document, within **30** days from the date of notification under ITB Clause 15.2 above or any such date extended by the Employer in writing. Failure to do so, will result in the Bid Security being forfeited and the award being withdrawn.

15.4. Performance Security (PBG)

The Performance Security PBG of 10% of Contract Value must be submitted by the successful bidder seven (07) days after award of contract award.

The guarantee shall be valid up to 90 days beyond the end of Defects Notification Period. Failure of successful bidder to submit Performance Security shall constitute sufficient grounds for the annulment of award and forfeiture of Bid Security Deposit.

16. CORRUPT OR FRAUDULENT PRACTICES

It is expected from the Bidders that they will observe the high standard of ethics during the procurement and execution of Contracts. In pursuance of this policy:

(a) For the purpose of this provision, the terms set-forth below shall mean as under:

(i) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in Contract execution.

(ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to and after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt/fraudulent practices in competing for the contract in question. His bid security shall also be forfeited.

The Employer will declare the bidder ineligible, either indefinitely or for a stated period of time, if at any time it determines that the firm has engaged in corrupt/fraudulent practices in competing for, or in executing the contract.