

**ASSAM POWER GENERATION CORPORATION LIMITED**

Office of The General Manager (LTPS), APGCL, Maibella, 785 689

E-mail: [info@apgcl.org](mailto:info@apgcl.org). Website: [www.apgcl.org](http://www.apgcl.org)



**E-TENDER NO: APGCL/LTPS/GM/ET-1/ 2023-24/06**

**NAME OF WORK:**

**Supply, installation and commissioning of digital flowmeter and piezometer with telemetry system at LTPS, APGCL, Maibella.**

**ASSAM POWER GENERATION CORPORATION LIMITED**

**NOTICE INVITING TENDER (NIT)**

<b>Invitee</b>	The General Manager, Lakwa Thermal Power Station, Maibella, Charaideo, Assam 785689
<b>Name of the work</b>	Supply, installation and commissioning of digital flowmeter and piezometer with telemetry system at LTPS, APGCL, Maibella.
<b>Bidder Eligibility Criteria</b>	<ul style="list-style-type: none"><li>• The Bidder should not have been blacklisted by any State Government, Central Government, State PSU, Central PSU, Private Company, etc.</li><li>• The Bidder must have an average <b>annual Turnover of at least Rs. 1.20 Lakh only</b> (Rupees one lakh twenty thousand only) during the 3 (three) Financial Years (FY): 2020-21, 2021-22 &amp; 2022-23.</li><li>• The bidder must be a manufacturer of digital flowmeter or piezometer system or manufacturer's authorized firm and has to be empaneled to CGWA or fulfill CGWA guideline. In case the bidder is not a manufacturer of the supplied equipment, then necessary authorization from the manufacturer of the offered equipment must be furnished along with the technical part of the submitted bid.</li><li>• The eligible bidder must have experience of successfully executing <b>at least 2 (two) works</b> of Supply, installation and commissioning of digital flowmeter and piezometer with telemetry system <b>during the period of last 5 (five) years.</b></li></ul>
<b>Tender Processing fee (Non-Refundable)</b>	Online Tender Processing Fee of <b>Rs. 500/- (Rupees Five Hundred only)</b> shall be collected from Bidder during bidding at <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>  100% tender fee is exempted for MSE bidders. MSE bidder has to submit requisite documents in support of their being MSE in technical bid.  100% tender fee is exempted for Startups registered in Assam having MASI (My Assam Startup Id). Necessary documents in this regard, MASI to be submitted along with the technical bid.
<b>Earnest Money</b>	EMD of amount <b>Rs. 4,800.00 (Rupees Four Thousand Eight Hundred Only)</b> should be deposited online by bidder during bid submission at <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> .  1. 100% EMD is exempted for MSE bidders. MSE bidder has to submit requisite documents in support of their being MSE in technical bid. 2. 50% EMD is exempted for Startup bidders registered in Assam having MASI (My Assam Startup Id). Necessary documents in this regard, MASI, to be submitted along with the technical bid.
<b>Start date of online Tender submission.</b>	07/01/2024, 12:00 Hrs
<b>Last date of online Tender submission.</b>	29/01/2024, 12:00 Hrs
<b>Tender opening</b>	<b>a. Technical Bid:</b> 30/01/2024, 12:00 Hrs <b>b. Price Bid: To be intimated later.</b>
<b>Reverse Bidding</b>	<b>Reverse Bidding shall be Conducted amongst the Technically Qualified Bidders.</b>
For details please visit e-procurement portal <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> and <a href="http://www.apgcl.org">www.apgcl.org</a> Any addendum/corrigendum will be made available in <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> only.	

Sd/-  
General Manager  
Lakwa Thermal Power Station, Maibella

**A. OBJECTIVE:**

The 167.2MW Lakwa Thermal Power Station situated at Maibella, Dist: Charaideo, Assam is a gas based power plant under Assam Power Generation Corporation Limited. The station consists of two phases (Phase -I & Phase -II). As the gas turbines of Phase-I have already outlived their lives by in operation of over 35 years, a 70 MW gas engine based power project (Lakwa Replacement Power Project) was taken up to replace the old GT Units of Phase-I Power House in a phased manner. The new 70MW project (Gas engine based of Wartsila Finland make) was commissioned in the month of April'2018. It may be mentioned that out of the four GT Units of Phase-I, presently, none is in operation.

**The Ministry of Jal Shakti, operating under the Department of Water Resources, River Development and Ganga Rejuvenation, issued Notification S.O. 3289(E) on 24th September 2020 and amendments Notification S.O. 1509(E) on 29th March 2023. As per the guidelines laid down by the Central Ground Water Authority (CGWA), Lakwa Thermal Power Station, Maibella invites tenders for Supply, installation and commissioning of digital flowmeter and piezometer with telemetry system at the plant premises.**

**B. INTENT OF THE TENDER DOCUMENT:**

The intent of this tender document is to implement the Supply, installation and commissioning of digital flowmeter and piezometer with telemetry system as per guidelines/norms directed by CGWA/CGWB and furnish other technical cum commercial requirements as per LTPS's technical requirement by the bidder participating in the tender. Henceforth, the data of flowmeter and piezometer system should be uploaded to CGWA /CGWB or both servers which would be on real time basis. The tender applicant shall ensure to follow the instructions given hereunder failing which, the tender shall be liable for rejection.

**C. ELIGIBILITY OF BIDDER:**

- i. The intending bidders must have valid digital signature certificate (DSC) for participation in online e-tendering process.
- ii. The bidder must have experience of successfully executing at least **2 (two) works** of Supply, installation and commissioning of digital flowmeter and piezometer with telemetry system during the period of last 5 (five) years.
- iii. The Bidder should not have been blacklisted by any State Government, Central Government, State PSU, Central PSU, Private Company, etc. Bidder should submit an undertaking as a proof of free from blacklisted.
- iv. The bidder must be a manufacturer of digital flowmeter or piezometer system or manufacturer's authorized firm and has to be empaneled to CGWA or fulfill CGWA guideline. In case the bidder is not a manufacturer of the supplied equipment, then necessary authorization from the manufacturer of the offered equipment must be furnished along with the technical part of the submitted bid.
- v. The Bidder should have made average annual turnover of at least Rs. 1.2 **Lakh (Rupees one lakh twenty thousand only)** in the last 3 years, FY: 2020-21, 2021-22 & 2022-23. In this regard Chartered Accountant certified annual turnover of the three FY is to be submitted.

Further, the intending bidder must fulfill all the requisite clauses of tender.

**D. EXPERIENCE OF BIDDER:**

The bidder must have experience of successfully executing at least 2 (two) works of Supply, installation and commissioning of digital flowmeter and piezometer with telemetry system during the period of last 5 (five) years. Documentary evidence in regard to past experience, i.e., copy of Work Order along with Work Completion Certificate issued to the bidder by clients must be submitted along with the technical part of the submitted bid.

Any adverse remark on the performance of the bidder that has been received from any Client of the bidder shall be considered as ground for disqualification of the bidder from this tender. In the absence of the above requisite documents, the bid may be considered nonresponsive.

**Note:**

- i. The past 5 (five) years shall be considered from the start date of online bid submission of this E-Tender.
- ii. The work whose completion is within past 5 (five) years from the start date of online bid submission of this E-Tender shall only be considered.
- iii. All documents submitted by the bidder must be clearly readable/legible

**E. SCOPE OF WORK: (Supply, Works and other ):**

The bidder shall be responsible for execution of both supply part and work part of this tender in full and no part offer shall be accepted.

**(I) SUPPLY PART:**

**(a) Brief of supply:**

Sl. No.	Item Description
1	Digital Flowmeter with Telemetry System.
2	Piezometer with Telemetry System.

**Details of Supply:**

**(1) Digital Flowmeter with Telemetry System as per CGWA norms:**

SL. No.	Item	Qty.
1	Digital Flowmeter with Telemetry System on 3" diameter pipe as per CGWA norms.	01 No.
2	NABL Certificate.	01 No.
3	Both end flange of the Digital flowmeter along with leak-proof gasket/seal and sufficient numbers of nut and bolt.	02 Nos flange and gasket. Nut and Bolts as per requirement
4	Online data monitoring software (authorized copy non pirated copy) to be installed at the Desktop PC of the Regulatory Division or Online logging data system with authentication to use or non	01 No.

	pirated way.	
5	The meter shall be battery (minimum 18Ah) operated in case of unavailability of AC power supply (mains) with provision of power OFF detection.	1 No.

**Technical Specifications:-Specification of Tamper proof Electronic water meter with telemetry**

1	Metering Technology	Electromagnetic
2	Communication type	Cellular (4G/ 5G)
3	Power source (Tamper proof)	The meter shall be operated on AC supply along with battery operated power in case of unavailability of AC powered supply (mains) with provision of power OFF detection.  The metering data should be stored in the meter even if the telemetry system is off due to power failure in any reason. Under such scenario the telemetry system shall be capable of recovering all such data.
4	Sealing (Tamper proof)	The meter and telemetry system shall have proper mechanical and electronic sealing (through software) arrangement. Any attempt to open the meter or system enclosure should physically damage the tag.
5	Compliance	The meter shall preferably be manufactured as per ISO 4064: 2014 Standards and shall have IP 68 ingress protection.
6	Metrological Specification	a. Turndown ratio of 10 or above.  b. Technology: electromagnetic or ultrasonic.
7	Size	DN 100 – Flow range: 3 to 30 lps.
8	Material of Construction	Construction material shall preferably comply to ISO 4064.

9	Accuracy	The meter shall be of accuracy better than $\pm 2\%$ for the operating flow range (from 10 % to 100 % of maximum flow rate)
10	Markings on the Body of the Meter	<p>a. Make/Brand, Size/Nominal Diameter.</p> <p>b. Sl. No./Year of Manufacturing, Metrological specifications.</p> <p>c. Model Number and Certification of Calibration agency.</p>
11	Meter Indicator	<p>Digital indicator shall be designed in such a way that if the protective glass is broken for a reason or another, the indicator cannot be removed from its place. The protective cover of the indicator shall be made of sturdy glass/PP/PC.</p> <p>a. It shall be of straight reading type.</p> <p>b. No. of digits and verification scale interval shall be as per provisions under ISO 4064 to meet the required accuracy.</p> <p>c. Indicative range shall be as detailed below:</p> <p>Q3 Indicating range (minimum values) <math>m^3/h - m^3</math> <math>Q3 \leq 6.3 \text{ } 9 \text{ } 999</math></p> <p>Note: Q3 is the Highest flow rate within the rated operating conditions at which the meter is to operate within the maximum permissible errors.</p> <p>d. Totalizer shall be made of suitable material required to maintain IP 68 protection class.</p> <p>e. There shall be no multiplication factors on reading display, only the exact reading of Volume extracted shall be displayed</p>
12	Test certificate	The meter manufacturer shall submit the latest test/calibration certificate of the meter, from Fluid Control Research Institute (FCRI) / National Physical Laboratory (NPL) or any third party laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL), for the meter.

13	Parameters to monitor	<p>The meter (since installation of the requisite water meter) shall transmit the following parameters to a secure cloud</p> <ul style="list-style-type: none"> <li>● Timestamp</li> <li>● Cumulative forward flow volume</li> <li>● Cumulative reverse flow volume</li> <li>● Cumulative Net volume</li> <li>● Cumulative pump working hours</li> <li>● Meter serial number</li> <li>● Device last calibration date</li> <li>● Borewell id (Provided by CGWA)</li> </ul>
14	Telemetry System	<p>a. AMR/AMI system should have the facility to detect and communicate any abnormalities, i.e. high consumption, tampering, malfunction etc. along with necessary alarms.</p> <p>b. System will communicate in real time for battery and tamper alarms, in order to provide relevant monitoring and management data for operational purposes.</p> <p>c. Battery shall be replaceable without any data loss.</p> <p>d. Meters should report an alarm to the server as and when tampered.</p> <p>e. All Water Meter readings should be time stamped.</p> <p>f. Meter should have the capability to detect and record reverse flow separately.</p> <p>g. Meter should be capable Of to, Zero (No) Flow, High Flow.</p> <p>h. AMR/AMI should operate even in electrically noisy environments with electromagnetic interference. The AMR/AMI should function even in the presence of high voltage power lines.</p> <p>i. Communication shall be encrypted to avoid tampering.</p> <p>j. Meter should be configurable either using the DTU or from the server.</p>

		<p>k. Loss of communication should be indicated in the server on real time basis.</p> <p>l. Telemetry system should be capable of storing at least 2 years of data of each Meter.</p> <p>m. In case telemetry is non-functional because of power cut or weak cellular signals, the meter should be able to store the data and transmit to the cloud as soon as the telemetry system is live.</p> <p>n. This data shall also be used for retrieval in case of any dispute between meter data and online data.</p> <p>o. In case a meter is replaced the Telemetry system should be able to co-relate the readings of the new and old meters.</p> <p>p. Telemetry system shall have an appropriate power backup of at least 30 Hours. Battery usage has to be indicated at the server.</p>
15	Cloud	The Communication / telemetry data should be directly captured in a secure cloud. The cloud service provider should be empaneled with The Ministry of Electronics and Information Technology (MeitY).
16	Transmission frequency	<p>a. Data should be transmitted on real time basis by Meter.</p> <p>b. All data transmitted to the Authority shall be date and time stamped.</p>
17	Battery life	The battery shall run at least for a period of 3 years with 2 transmissions per day. The battery shall be replaceable without any data loss.
18	Data acquisition	<p>The meter shall be supplied with complete AMR / AMI system with Data Management software. The Data Management Software must be capable of running on a standard PC.</p> <p>The Data Management Software should be cloud based and should have web portal access so that user can view customer data through browser.</p> <p>In addition to above, Data Management Software will be</p>



		<p>installed on Server placed in Central Data Base/Control Room, and the software may have option for individual customer to view their meter consumption data through Web portal. Consumer, engineer and manager screens shall be available separately.</p> <p>Data Collection Unit shall be capable of taking data from meter, pump etc. and should be posted in Data Management Software.</p>
19	Data Management Software	<p>a. Web based Data Management Software must be capable of running on the latest version of Windows Operating System etc.</p> <p>b. Data Management Software should be cloud base and should have web portal access so that CGWA can view customer data through browser. In addition to above, Data Management Software will be installed on Server placed in Central Data Base / Control Room, and the software may have option for individual customer to view their meter consumption data through Web portal.</p> <p>c. Data Management Software shall provide database backup/restore functions and must have real-time data access. The software should be web-enabled and alerts to be provided through email to the user as well as CGWA.</p> <p>d. Data Management Software shall post the reading from the communication infrastructure on to appropriate accounts within the Database.</p> <p>e. Data Management Software should be able to display all kind of data on screen at any time.</p> <p>f. Data Management Software should have capability to add additional customer information and create customizable data fields.</p> <p>g. Telemetry software shall be compatible with the Online Metering and Billing applications of CGWA.</p>
20	Real-time data to CGWA	<p>The un-tampered data from the secure cloud shall be sent to Central Ground Water Authority (CGWA) real-time data management platform once it is ready. Proper cyber security measures shall be taken in the secure</p>

	cloud.
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**(2) Piezometer with Telemetry System as per CGWA norms:**

Sl. No.	Item	Qty.
1.	Piezometer with Online Telemetry System, 50m cable length	01 No.
2		

**Technical Specifications:-Specification of Tamper proof Piezometer with telemetry**

<b>DWLR – Water Level Sensor (Pressure Sensor)</b>		
1	Sensor Type	Submersible Pressure transducer with Non-vented Pressure Sensor with Barometric pressure correction for individual Sensor.
2	Ingress Protection	IP68
3	Accuracy	+/- 0.2% FSO (Full Scale Output)
4	Resolution	3 mm
5	Reproducibility	0.1% Full Scale or Better
6	Output	Compatible with Data Logger
7	Protection	IP68 with Impact Resistance.
8	Outer Diameter of Sensor	Less than 80 mm
<b>Data Logger</b>		
1	Atmospheric Pressure Correction	Automatic
2	Input	Pressure Sensor
3	Data Logger Output	Only compensated water levels to be transmitted
4	Resolution of Measurement	16-bit Analogue to digital Converter with +/- 1 Least Significant Bit Error
5	Measuring Interval and Modes	Capable of recording & storing one minute interval reading to one reading every 24 hours
6	Reading Capacity	Capable to store data of at least one year
7	Memory Type	Non-volatile flash memory that can store one year of data (with 15 minute logging interval) & expandable up to minimum 1 GB using USB/SD card
8	Power Supply	Uninterrupted Power supply backed with suitable batteries
9	Built in clock	Accurate to +/- 1 minute/year and time synchronization with IST
10	Protection	IP68 with Impact Resistance.
11	Ports for Telemetry	Port for communication with GSM and GPRS connectivity
12	Operating System	Windows based for system configuration, transfer and analysis of data to computer.

<b>Communication Interface</b>		
1	Computer Interface	Logger should be capable of connection with a computer through USB 2.0/3.0
2	File Format	Data download in standard CSV format
<b>GSM &amp; GPRS Transmitter</b>		
1	Transmission System	GSM/GPRS/edge-based data transmission system
2	Frequency Range	900 MHz: 824-960 MHz/ 1800 MHz: 1710-1880 MHz 4G and better
3	Performance	Data Reception availability of 95% or better
4	Communication Direction	Utilize GPRS network for two way connection with connection with FTP, TCP/IP (Internet) connection and SMS server
5	Transmission Trigger	Data collection to be triggered by interrogation from CGWA or by event-based transmission triggered by remote site.
6	Communication Protocol Accessories	Data transmission to execute HTTP post of FTP, SMS to transmit data to CGWA
<p>Note: All the details regarding coordinates, reduced level (with respect to mean level), depth, zone tapped and assembly lowered should be provided for bringing the piezometer into the National Hydrograph Monitoring System of Central Ground Water Board, and State Groundwater Monitoring System of State Groundwater Department for its validation.</p>		

### **WORKS PART:**

**(i) Installation and Commissioning: Entire installation of supplied items along with testing, commissioning to perform as per requisite standard guidelines of the CGWA and to the full satisfaction of LTPS.**

**(ii) Testing of the system shall be monitored and performed by the bidder in presence of LTPS authorized officials before handing over the system. Training regarding the system, software and basic operation knowledge should be provided by the bidder to the LTPS officers.**

**Note:**

**(i) For installation of the digital flowmeter in 3" pipe; it includes cutting, grinding, welding, fitting etc arrangement will be under the contractor's scope. Any additional instrument/ equipments if required in addition to above items will be under the scope of bidder with no additional cost. Bidder is to visit site during office hours except on holiday to access both system requirement as per site condition.**

**(ii) The construction of the piezometer borewell is under LTPS, APGCL's Scope.**

### **F. TERMS & CONDITIONS:**

The bidder must adhere to all the mentioned clauses of this tender document and also, the tender must be submitted as per instructions given in the tender and in the absence of which the submitted tender of the bidder may not be considered for evaluation at this end. However, in case

of deviation from any of APGCL's tender document clause by the bidder, the same must be stated clearly as per the format given below:

**EXCEPTION AND DEVIATION PROFORMA**

Sl. No.	Ref of Bid Document		Subject	Deviation Details
	Page No.	Clause No.		

**In case the bidder fails to state the deviation(s) clearly, it will be presumed that the bidder has accepted all terms and conditions of this tender document. Also, acceptance/rejection of bidder's deviation(s) shall be at sole discretion of APGCL.**

The clauses under the head- '**Terms & Conditions**' are given below:

**1. Firm Price:**

The basic price(s) quoted by the bidder shall be firm without any variation in any way till completion of the work in full. The basic price, P&F, freight, transit insurance shall be quoted in the Price-Bid (BOQ) of the submitted tender. Total GST shall be also quoted for every line item in the Price-Bid (BOQ) of the submitted tender. The basic prices shall be inclusive of charges against loading/unloading, travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel, etc.

**2. Terms of Payment:**

100% payment along with P&F, Freight, Transit Insurance, Taxes shall be made after successful completion of the entire work of "Supply, installation and commissioning of digital flowmeter and piezometer with telemetry system at LTPS, APGCL, Maibella" and subjected to fulfilment of Performance Security Deposit Clause of this tender.

**Paying Authority:**

**The General Manager LTPS, APGCL,**

**Note:**

- The bidder shall submit the bill in quadruplicate for payment to the General Manager, LTPS APGCL, Maibella.
- The right of the contractor/supplier to have payment or reimbursement of any cost for execution of works/supply of materials, as the case may be, against the order will be forfeited or deemed to have been relinquished if the claim for it is not made to the appropriate authority within 6 (six) months from the date of completion of work.
- **Performance Bank Guarantee shall be submitted by the successful bidder immediately after receipt of Work Order.**

**3. Warranty Period:**

The complete installation & equipment's supplied in the system of "Supply, installation and commissioning of digital flowmeter and piezometer with telemetry system at LTPS, APGCL, Maibella", shall be subject to an overall performance **12(Twelve) months from the date of commissioning and successful operation of the system.** During the period of warranty, the Contractor shall rectify all the defects that may arise in the equipment's, materials (supplied by contractor) and workmanship (under contractor scope) that may develop under normal use of the system. The cost of rectification/ free

replacement will be to the Contractor's account. The free replacement should be made within a reasonable time period (maximum 10 days) as determined and directed by the Undersigned.

**4. Work Completion Period:**

a. Supply Part: The delivery period is 30 days from the date of issue of purchase order. The material(s) shall be delivered at LTPS site.

b. Work Part: The work shall be completed within 10 days after handing over the site to the bidder.

Liquidated damage due to delay in delivery as well work completion shall be levied as per the Liquidated Damage Clause of this tender.

**5. Performance Security Deposit:**

On receipt of the Work Order, the successful bidder shall have to deposit a Bank Guarantee from a Nationalized or Scheduled Bank of RBI for an amount equivalent to 10% (ten percent) of the total value of Order (including GST, etc.) as performance security, immediately on acceptance of Work Order, duly pledged in favour of the General Manager LTPS, APGCL and such security deposit shall be valid up to 30 (thirty) days beyond the warranty period.

If the Contractor fails or neglects to perform any of his obligations under the contract/as per work order/tender, then APGCL shall have the right to forfeit either in full or in part at its absolute discretion, the security deposit furnished by the Contractor. No interest shall be payable on such deposits.

Performance Security Deposit shall be 5% (five percent) of the total value of Order (including GST, etc.) for Startups registered in Assam having MASI (My Assam Startup Id). Necessary documents in this regard, MASI to be submitted along with the technical bid.

**Note:** The supplier is requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank Guarantee in APGCL's tender issuing office:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- i. MT/IFN760/MT/IFN760 COV for issuing of Bank Guarantee.
- ii. MT/IFFN 760/MT/IFN 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Paltanbazar Branch, IFS code-UTIB0000375, Branch Address- AXIS Bank Ltd, Commercial Building, A.T. Road, Guwahati-781001, India.

**6. Liquidated Damage:**

In case of delay in work completion beyond the work completion period as mentioned in clause 'F4', APGCL shall be entitled to: -

- Recover an amount at the rate of 0.5% of the Contract Price/Work Order Value per week or part thereof of delay, subjected to maximum of 10% (ten percent) of the Contract Price/Work Order value as Liquidated Damage. However, the payment of liquidated damage shall not in any way relieve the Contractor from any of its obligation

to complete the work or from any other obligation and liabilities of the Contractor under the Contract/as per work order.

- Purchase the undelivered material/equipment from elsewhere or to complete the balance work giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to purchase these materials or complete the work at a higher price, at risk and responsibility of the Contractor.
- Cancel the Contract/Work Order wholly or in part and to purchase materials/equipment and execute the work at the full risk and cost of the Contractor and forfeit the security deposit.

**7. Validity of the Offer:**

The Offer shall be valid for a period of 180 **(One Hundred Eighty Days)** from the date of opening of the technical bid.

**8. Packing:**

The dispatched materials shall be packed suitably by the Contractor to withstand any rough handling to evade damage during transit.

**9. Insurance:**

Transit Insurance of the supplied materials shall be done by the Contractor. In case of any loss/damage/pilferage/non-delivery/short delivery by carriers, etc., the Contractor shall take necessary corrective measures immediately without waiting for settlement of Contractor's Claims with his carriers/underwriters. Transit Insurance amount shall be quoted by bidder in the BOQ.

Also, insurance of all work personnel of the Contractor engaged during the work execution at work site is mandatory on the behalf of the Contractor and necessary documents in this regard are required to be submitted by the Contractor to APGCL Official at work site before commencement of work. Without proper Insurance of all site personnel of the Contractor engaged for the work at work site, the Contractor shall not be allowed to execute the work at site and any delay in work completion for this shall be at Contractor's sole responsibility. Cost of Insurance of Contractor's Site Personnel working at work site shall be at Contractor's scope.

**10. Type Test Certificate:**

The meter manufacturer shall submit the latest test/calibration certificate of the meter, from Fluid Control Research Institute (FCRI) / National Physical Laboratory (NPL) or any third party laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL), for the meter.

**11. Technical Literature:**

The bidder shall furnish detailed technical literature of their offered products along with the bid documents. Bids without technical literature may be rejected.

**12. Mandatory documents:**

The bidder must **upload the scanned copies** of the following mentioned documents along with the technical documents of the submitted tender without which the submitted tender may not be considered for evaluation at this end:

- a. Signed & sealed copy of APGCL Tender Document.

- b. Copy of PAN Card.
- c. Copy of valid GST Registration Certificate of the bidder's Firm.
- d. Documents related to bidder's eligibility and past experience as per clauses C & D of this document.
- e. Documents related to bidder's Firm: Certificate of registration of the Firm (in case of Solo Proprietor)/ Partnership Deed (in case of LLP)/ Certificate of Incorporation' together with Memorandum / Articles of Association (in case of Company), whichever is applicable.

**12. Clarification and Additional Information:**

During submitted bid's evaluation, LTPS may request bidder for any clarification on the submitted bid and/or documents related to the tender. Bidder shall submit the sought clarifications and/or document(s) within stipulated time period as determined by the undersigned. However, seeking clarification and document(s) during post-bid evaluation shall be on sole discretion of LTPS.

**13. Tender Processing Fee & Earnest Money Deposit (EMD):**

Tender Processing Fee shall be collected online from Bidder during bid submission at <https://assamtenders.gov.in>. 100% tender fee is exempted for MSE bidders. MSE bidder has to submit requisite documents in support of their being MSE in technical bid.

100% tender fee is exempted for Startups registered in Assam having MASI (My Assam Startup Id). Necessary documents in this regard, MASI to be submitted along with the technical bid.

**EMD @ Rs. 4,800.00 (Rupees Four Thousand eight hundred only) only shall be deposited online during bid submission at <https://assamtenders.gov.in>.**

I. 100% EMD is exempted for MSE bidders. MSE bidder has to submit requisite documents in support of their being MSE in technical bid.

II. 50% EMD is exempted for Startup registered in Assam having MASI (My Assam Startup Id). Necessary documents in this regard, MASI to be submitted along with the technical bid.

Online submission of tender processing fee & EMD is as per Office Memorandum of Government of Assam Finance (Establishment-B) Department, Dispur, vide No. FEB.269/2017/27, date. 21<sup>st</sup> August, 2019. For further details, bidders are requested to visit e-tender portal: <https://assamtenders.gov.in>.

**14. Exceptions and Deviations:**

**EXCEPTION AND DEVIATION PROFORMA**

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

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**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 15 (below), the same should be submitted separately for commercial and technical sections 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: .....

**15. Owner's right to accept or reject a BID:**

LTPS 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 LTPS shall bear no liability whatsoever consequence upon such decisions.

**16. Award of Contract:**

- a) The bidder whose bid is accepted by LTPS shall be issued Confirmed Order/Letter of Intent prior to expiry of bid validity. The bidder have to confirm his acceptance of the P.O. by return e-mail within 3 (three) days from receipt of this order at this end.
- b) LTPS shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards of non-acceptance of their bids. Except for refund of EMD (without interest) to unsuccessful bidder, LTPS shall correspond only with the successful bidder.

**17. Force Majeure:**

Normally, force majeure shall cover only act of God, fire, war, riots and act of Government etc. Any constraints other than those specified above, will not constitute a force majeure condition. In view of other constraints beyond the control of the Contractor, primarily due to statutory compulsion, extension of work completion period may also be considered on merit of individual case. In case of a force majeure condition, the Contractor shall notify APGCL in writing such condition within 10 (ten) days from the beginning of such delay for consideration and acceptance.

**18. Arbitration Clause:**

All disputes or differences whatever so arising between the parties out of or relating to the Order/Contract shall be settled by arbitration as per clause 33.00 of "General Conditions for Supply and Erection of APGCL, 2014". The venue of arbitration shall be at Guwahati High Court. The document, "General Conditions for Supply and Erection of APGCL, 2014" is available at APGCL website – [www.apgcl.org](http://www.apgcl.org).



19. **Legal Jurisdiction:**

For any litigation arising out of the Contract/Work Order which cannot be resolved through mutual agreement or through arbitration, the Guwahati High Court will have the sole discretion.

20. **Mistakes/Errors in submitted Bid:**

The Contractor shall be responsible and liable for any change in the work due to any discrepancies, errors, or omissions in the submitted bid which have arisen due to inaccurate information or particulars furnished by the Contractor, even though approved by APGCL.

21. **Copy Right Etc.:**

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

22. **Subletting Contract:**

The Contractor shall not, without the consent in writing of APGCL assign or sublet his contract, or any substantial part thereof, or interest therein of benefit or advantage whatsoever, other than for raw materials or for minor details or for any part of the work of which the Sub-contractors are named in the tender provided any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

23. **Co-Operation with Other Contractors:**

The Contractor shall agree to co-operate with the APGCL's other contractors for associated supplies and freely exchange with them such technical information as may be necessary to obtain the most efficient and economical design and to avoid unnecessary duplication. No remuneration shall come from APGCL for such technical co-operation.

24. **Inspection at Site for the Work:**

Representatives of APGCL shall have access to the work at site at any time and the Contractor/Sub-Contractor or his authorized agent shall be present and shall provide facilities for necessary inspection.

25. **Test at Site for the Work:**

The Contractor, after completion of the overhauling work shall arrange testing to prove correct performance of equipment/materials supplied and workmanship, etc. as per requirement. The Contractor shall inform the APGCL's representatives in writing about the

readiness for testing. The Contractor shall bear all testing cost at site of work and shall become responsible for rectification of defects found on testing within reasonable time as decided by APGCL.

**26. Contractual Failure:**

In the event of contractual failure of any respect on the part of the Contractor, APGCL shall be entitled to forfeit the security deposit or any deposit or any payment due to the Contractor from this or his other contracts towards the recovery of APGCL's claim for damages arising out of the failure. In addition, APGCL may black-list or ban the Contractor or pending enquiry, suspend him or take any other steps considered suitable.

**27. Rejection:**

In the event, any of the materials supplied by the Contractor or work executed is found defective or otherwise not in conformity with the requirements of the contract/tender specifications/work order, APGCL shall either reject the material/work or request the Contractor in writing to rectify the same. The Contractor, on receipt of such notification shall rectify or replace the defective material/rectify the defective work free of cost to APGCL. If the Contractor fails to do so, APGCL may at its option:

- (a) Replace or rectify such defective/non-conforming material/correct the defective work and recover the extra cost so involved plus 15% as overhead charge from the Contractor, or
- (b) Terminate the contract for default, or
- (c) Acquire the defective material at a reduced price as considered equitable under the circumstances.

**28. Deduction from Contract Price:**

All cost, damages or expenses which APGCL may have made for which, under the contract, the Contractor is liable, may be deducted by APGCL from any money due or becoming due by APGCL to the Contractor or may be recovered by action at law or otherwise from the Contractor.

In the event of recovery to the necessary extent becoming impossible owing to insufficiency of the earnest money/security deposit and withheld amounts, the balance due to APGCL may at the option of APGCL be recovered from any money due to the Contractor from APGCL under other contracts with the Contractor.

**29. Death, Bankruptcy etc.:**

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

- (a) Terminate the contract forthwith by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested.
- (b) Give such liquidator, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be determined by APGCL.

In case of death of the Contractor before completion of work and supply, then APGCL shall be at liberty to:

- (a) Close up the contract and take over the completed portion of work/supply done and made as per specification and make final payment to the legal heir of the Contractor on receipt of claim from such legal heir.
- (b) Give the contract to the legal heir of the Contractor subject to his depositing a performance security for the due and faithful performance of the contract. The performance security amount shall be determined by APGCL commensurate with the incomplete portion of the work/supply. APGCL will enter into a fresh contract with the legal heir of the Contractor on the same terms and conditions of the earlier contract.

**30. Precautions to be Taken During Execution of Work:**

The Contractor shall take reasonable and statutory precaution during execution of the work at work site so as to avoid accident and damage to equipment and injury to workman and to prevent theft, pilferage etc.

**31. Liability for Accident and Damage:**

The Contractor shall not claim for compensation arising out of any accident(s) or damages done during the course of work execution at work site & the Contractor will be responsible for paying compensation to the worker as per Workmen Compensation Act, 1923 and subsequent amendments thereof. It is further clarified that in case any payment is to be made by the Contractor under the said Workmen Compensation Act, the same shall be paid forthwith and in case of failure in making such payments APGCL shall make payment and the amount so paid shall be deducted from the bills of the Contractor.

**32. Regulation of Local Authorities:**

The Contractor shall abide by the regulation of local Authorities unless such regulation is repugnant to any terms of the contract agreed upon. The Contractor is required to fulfill all criteria related to Labour Laws. The Contractor will also comply with all regulations/ directives of both State & Central Government Pollution Boards.

33. **Suspension Of Business Dealings with Firms/Contractors:**

APGCL may suspend business dealings with a Firm/ Contractor, if:

- (a) The Central Bureau of Investigation or any other investigating agency recommends such a course in respect of a case under investigation; and if a prima facie case is made out that the firm is guilty of an offence involving unethical, unlawful, fraudulent means in relation to business dealings, which, if established, would result in business dealings with it being banned.
- (b) APGCL has past record of non-performance of the Firm in its previously awarded contracts.
- (c) APGCL has record of ban against the Firm by other Government / Public sector utility.
- (d) However, APGCL shall give the Firm/Contractor a fair chance to explain the circumstances of such previous suspensions.

34. **Banning Of Business Dealings with Firms/ Contractors:**

APGCL may ban business dealings with a Firm/Contractor, if:

- (a) The owner (s) of the Firm/Contractor is convicted by a court of law following prosecution for offences involving unethical, unlawful, fraudulent means in relation to business dealings.
- (b) There is strong justification that the Firm has been guilty of malpractices, such as, bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any Government tax etc.
- (c) The Firm continuously refuses to return government dues without showing adequate cause and Government are reasonably satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law.
- (d) The Firm is found guilty of involving in unethical practices, such as:
  - i. "Corrupt practice" involving offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any such official procurement process or in contract execution.
  - ii. "Fraudulent practice" involving misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer.
  - iii. "Collusive practice" involving a scheme among bidders (prior to or after

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- iv. "Coercive practice" involving harming or threatening to harm directly or indirectly, persons or their property to influence procurement process or the execution of a contract.

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

### 35. **Other terms:**

Any other terms not covered by above clauses shall be governed by "General Conditions for Supply & Erection 2014" of APGCL.

### **G. GENERAL INSTRUCTIONS TO BIDDER:**

1. The tender document can be downloaded from **<https://assamtenders.gov.in>**. Tender Processing Fee and EMD shall be submitted online only during bid submission at **<https://assamtenders.gov.in>**. Tendering shall be done in online mode only at **<https://assamtenders.gov.in>** and Technical and Price bids must also be submitted online at **<https://assamtenders.gov.in>**.

2. The bid shall be completed in two bid system as mentioned below:  
Technical & un-priced commercial part – Technical bid.  
Priced commercial part – Price bid.

#### (a) Technical and Un-priced Part – Technical Bid:

This part shall contain technical and commercial (Un-priced) bid including the following mentioned documents that has to be uploaded on <https://assamtenders.gov.in>:

- Technical & Commercial (Un-priced) parts of bidder's Offer.
- All requisite documents as per the Clauses of the tender document.
- Any other relevant document as required/requested for this tender.

**Note: No part offer of the tender shall be accepted.**

Techno-commercial bid disclosing price shall be rejected.

#### (b) Priced Part – Price Bid (BOQ):

Priced part (BOQ) shall contain "Offered Price" along with total GST and shall be **submitted online only at <https://assamtenders.gov.in>**. The basic prices shall be **inclusive of** charges against loading/unloading, travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel etc.

P&F, Freight & Transit Insurance shall be quoted by bidder in BOQ.

**Price quoted by the bidder must be in INR. Note: No part offer of the tender shall be accepted.**

**Note: Reverse Auctioning shall be done for this E-Tender on the E-Tender Portal.**

**Submission of Bid:**

Technical & Un-priced and Priced parts of the Bid must be submitted in online mode only along with scanned copies of all supporting/requested documents at <https://assamtenders.gov.in>. The Bidder will be required to encrypt & sign its online bid using his own Digital Signature Certificate (Class- II or higher with both Signing and Encryption Certificates). Prospective Bidders must procure DSC before participating in the tenders. Bids are to be submitted at e-tender portal <https://assamtenders.gov.in> only. No Hard Copy of the bid to be submitted.

Note: Bidder shall upload 'Password Protected PDF files' of their submitted Technical Bid to the portal in order to maintain confidentiality of all documents submitted in response to their Technical & Unpriced Bids. The password must be emailed to APGCL on the day of Technical Bid opening. The email ids to which the password is to be mailed are:

- [prasanna.gogoi@apgcl.org](mailto:prasanna.gogoi@apgcl.org)
- [kalyanjyoti.boruah@apgcl.org](mailto:kalyanjyoti.boruah@apgcl.org)
- [alikh.das@apgcl.org](mailto:alikh.das@apgcl.org)

**3. Date and Time of Submission:**

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.

**4. . Queries:**

For any query regarding the tender, bidder shall email at:

- [prasanna.gogoi@apgcl.org](mailto:prasanna.gogoi@apgcl.org)
- [kalyanjyoti.boruah@apgcl.org](mailto:kalyanjyoti.boruah@apgcl.org)
- [alikh.das@apgcl.org](mailto:alikh.das@apgcl.org)

**5. 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 General Manager LTPS, APGCL, Maibella.
- 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) Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation. For MSE bidders, 100% EMD is exempted. For Startup registered in Assam, 50% EMD is exempted. Necessary documents to be submitted in technical bid in this regard.

**b) Opening of Priced part of the Bid:**

Only Technically qualified bidders shall be considered for price bidding. **Reverse Auctioning shall be done for this E-Tender on the E-Tender Portal.**

**6. BID Evaluation Criteria:**

**a) Techno-commercial Part:**

- i) The Techno-commercial Part of bid shall be evaluated as per clauses stipulated in this tender document and also if required as per instructions laid down in the document "General Conditions for Supply and Erection of APGCL, 2014". EMD must be paid online by Bidder.
- ii) Bidders must ensure that complete bid along with all details & documents as sought are submitted as per requirements of this tender document.
- iii) If any of the clauses of the APGCL Tender contradict the clauses of the document-"General Conditions for Supply & Erection, 2014" of APGCL, then those stated in this Tender shall prevail.

**b) Price Part (BOQ):**

The final total of quoted price inclusive of all components as referred in clause-F (1) shall be considered during price bid evaluation. The bidder must clearly specify all tax & duties levied, freight, insurance, etc., in the absence of which the same shall be at bidder's scope. Reverse Auctioning shall be done for this E-Tender on the E-Tender Portal. L1 bidder shall be selected based on final offered price in Reverse Auctioning.

**8.** Corrigendum, if any, would be published online on the E-tender portal - <https://assamtenders.gov.in> and will be deemed to be a part of the LTPS APGCL bid document and binding on all the bidders.

**9. Consignee:**

The General Manager,  
Lakwa Thermal Power Station,  
Assam Power Generation Corporation Ltd,  
Lakwa, P.O. Suffry-785689,  
Dist. Charaideo, Assam,  
Email: prasanna.gogoi@apgcl.org

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

Enclosure: 1. BOQ

**Sd/-**

**General Manager  
Lakwa Thermal Power Station, Maibella**

**(B) TECHNICAL**

1.0 Whether necessary technical literature/catalogue  
has been attached with the offer?

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**(C) BIDDER'S PAST SUPPLIES PROFORMA**

SL. No.	NAME AND ADDRESS OF CLIENT(S)	BRIEF DESCRIPTION OF WORKS	ORDER VALUE	REMARKS

**NOTE:** Certificate from client to be enclosed along with the above proforma. Past Experience shall include works made during last 2 years only.  
(Use separate sheets if required)

***Signature and Seal of the Bidder***

Address of the Bidder:

Phone/Fax no:

E-mail: