

**ASSAM POWER GENERATION CORPORATION LIMITED**

Office of The Chief General Manager (Gen), APGCL, Bijulee Bhawan, 3<sup>rd</sup> Floor,  
Paltan Bazar, Guwahati-781 001  
Tele-Fax: 0361-2739546. Website: [www.apgcl.org](http://www.apgcl.org)



**E-TENDER NO: APGCL/CGM (NRE)/PROJ/SOLAR STREET LIGHT/2024/3078/01**

**NAME OF WORK: Design, Supply, Installation, Testing & Commissioning of All In One Solar Street Lighting System at Amguri Solar Park including 5 Years mandatory Comprehensive Maintenance Contract (CMC)**

**ASSAM POWER GENERATION CORPORATION LIMITED****NOTICE INVITING TENDER (NIT)****E-TENDER NO: APGCL/CGM (NRE)/PROJ/SOLAR STREET LIGHT/2024/3078/01**

<b>Invitee</b>	The Chief General Manager (NRE), APGCL, 3 <sup>rd</sup> Floor, Bijulee Bhawan, Paltanbazar, Guwahati-781001, Assam.
<b>Name of the work</b>	<b>Design, Supply, Installation, Testing &amp; Commissioning of All In One Solar Street Lighting System at Amguri Solar Park including 5 Years mandatory Comprehensive Maintenance Contract (CMC)</b>
<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 annual Turnover of at least Rs. 6.00 Lakh only (Rupees Six Lakh only) during 3 (three) Financial Years (FY): 2020-21, 2021-22 &amp; 2022-23.</li> <li>The bidder must have minimum <b>01 no.</b> experience in executing Supply, Installation &amp; Commissioning Solar Street Lighting System in last 07 (seven) years.</li> </ul>
<b>Tender Processing Fee</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>
<b>EMD</b>	<b>Rs.23,000.00 (Rupees Twenty-Three Thousand) only</b> EMD amount should be deposited online by bidder during bid submission at <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> .
<b>Start Date of Online Tender Submission</b>	<b>From 10:00 hours of 03-02-2024</b>
<b>Last date of online Tender Submission</b>	<b>Up to 12:00 hours of 26-02-2024</b>
<b>Tender opening</b>	<b>a. Technical Bid: At 12:00 hours of 27-02-2024</b> <b>b. Price Bid: To be intimated later (Reverse Auctioning of price bid shall be done for this E-Tender on the E-Tender Portal).</b>
For APGCL Tender Document please visit e-procurement portal <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> . Bidder has to submit tender online only at <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> . Any addendum/corrigendum will be made available in <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> only.	

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

**(A) Introduction and Objective:**

**Introduction:** Assam Power Generation Corporation Ltd. (APGCL) is a state GENCO operating in the state of Assam. We are amongst top 5 A++ rated GENCO out of 26 GENCO in all India basis.

Assam's biggest solar power project, the 70-MW Amguri Solar Park project was successfully commissioned in May' 2022 at Amguri in the Sibsagar district of Assam. The project is being executed by M/s Jackson Power Private Limited as Solar Power Developer (SPD), with the Assam Power Generation Corporation Limited (APGCL) acting as solar power park developer (SPPD). The power generated in the plant is being procured by state DISCOM, APDCL under a power purchase agreement.

**Objective of the Tender:** The objective of this tender is to execute the work of **Design, Supply, Installation, Testing & Commissioning of All In One Solar Street Lighting System at Amguri Solar Park including 5 Years mandatory Comprehensive Maintenance Contract (CMC).**

APGCL intends to install 40 nos. of solar streetlight surrounding the periphery of the Amguri Solar Park in order to ensure better safety and security as well as for better illumination at the solar park area.

**The details are provided in the Scope of Work under Clause-E of this document.**

**(B) Intent of Tender:**

The intent of this tender document is to furnish the work scope for the work— **Design, Supply, Installation, Testing & Commissioning of All In One Solar Street Lighting System at Amguri Solar Park including 5 Years mandatory Comprehensive Maintenance Contract (CMC).** to be executed through reputed experienced vendor as well as provide technical and commercial requirements to be furnished and fulfilled by the bidders participating in the tender.

**(C) Eligibility of Bidder:**

- The Bidder should not have been blacklisted by any State Government, Central Government, State PSU, Central PSU, Private Company, etc.
- The Bidder must have an average annual Turnover of at least Rs. 6.00 Lakh only (Rupees Six Lakh only) during 3 (three) Financial Years (FY): 2020-21, 2021-22 & 2022-23.
- The bidder must have minimum **01 no.** experience in executing Supply, Installation & Commissioning of Solar Street Lighting System in last 07 (seven) years.

All the above criteria must be fulfilled by bidder failing which the submitted bid of the bidder may be treated as non-responsive. Relevant Documents related to the above points are to be submitted by the bidder with the technical bid. Such documents include: -

- a. Certified copy from Chartered Accountant stating Annual Turnover of bidder during the 3 (three) Financial Years (i.e., FY: 2020-21, 2021-22 & 2022-23).
- b. ITR for FY 2020-21, 2021-22 & 2022-23.
- c. Document where the bidder has 'solemnly' stated that they have not been blacklisted by any State Government, Central Government, State PSU, Central PSU, any Private Organization, etc. **Such document shall be Notarized.**
- d. Documents (Work Order and Work Completion Report) related to past work experience.
- e. If the bidder is not the OEM of the offered Solar PV module, Lithium Ferro Phosphate Battery and Luminaire, Authorization Letters from OEM for these items must be submitted.
- f. Any other document, as deemed necessary.

- g. In the absence of the above stated requisite documents, the bid of bidder may be considered as non-responsive.

**Notwithstanding anything stated herein above, APGCL reserves the right to assess the capacity and capability of the bidder to execute the work.**

**(D) Experience of Bidder:**

The bidder must have minimum **01** no. experience in executing Supply, Installation & Commissioning of Solar Street Lighting System in last 07 (seven) years. Documentary evidence in regard to past experience, **i.e., copy of Work Order and Work Completion Certificate** issued to the bidder by client 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 non-responsive.**

**Note:**

- i. The past 07 (seven) years shall be considered from the start date of online bid submission of this E-Tender.
- ii. The documents submitted against past experience of the bidder shall contain both **Work Order copy and Work Completion Report copy.**
- iii. **The work whose completion is within past 07 (seven) years from the start date of online bid submission of this E-Tender shall only be considered.**
- iv. All documents submitted by bidder must be clearly readable/legible.

**(E) SCOPE OF WORK:**

The work shall broadly include Design, Supply, Installation, Testing & Commissioning of All in One Solar Street Lighting System at Amguri Solar Park including 5 Years mandatory Comprehensive Maintenance Contract (CMC) on turnkey basis. The scope shall cover the following:

- I. Design, supply, installation, testing and commission standalone LED based Solar Street Lighting Systems which shall comprise of the following items:
  - a) Solar PV modules.
  - b) Metallic frame structure fixed on the pole to hold the module.
  - c) Lithium Ferro Phosphate Battery.
  - d) LED light.
  - e) MS Galvanized Tubular Pole.
  - f) MPPT Charger Controller.
  - g) Cables and accessories.
  - h) Transportation, transit insurance, loading and unloading of all equipment at Site.

**Each Solar Street Lighting System mainly will consist of the following parts:**

- Lumen efficiency of > 150 lm/watt as per LM 79 report and same shall be furnished by NABL accredited lab.
- IP Protection.
- 100 Wp Mono/Poly Crystalline PV Module.
- Maintenance free 12.8V / 36000 mAh LiFePO4 BIS certified battery pack to provide 2 nights (24 hours) backup.
- 6 metre long, 2.2 mm thick tubular hot dipped GI Pole complying with GI IS – 1161 & IS – 4736; Module mounting Structure.
- 30 W white LED with inbuilt battery & MPPT charger in IP 65 enclosure.

- Any additional item not covered above, but necessary for the proper functioning of the system shall be at bidder's scope.

## II. Scope of works for Standalone LED based solar street lighting systems shall include:

- Supply of the complete system, including all necessary components, subcomponents, spares, and tools etc.
- Erection and commissioning of the supplied systems at the specified site.
- The bidder must also provide a detailed operation and maintenance manual specific to the installed systems during supply.
- Fabrication, supply and installation of suitable support for the PV panels, Light source, mounting Pole and other components whichever is required with the accessories.
- Civil work for mounting the pole.
- Supply and installation of control equipment required for the system.
- Training to APGCL official for operation and maintenance of the system after 5 years.
- Any additional works not covered above, but necessary for the functioning of the system shall be at bidder's scope.
- The CMC period shall be 5 years of the complete system from date of commissioning of system. The successful bidder shall carry out regular servicing of installed systems and submit performance reports of installed system duly certified by service personnel of the bidder and authorized representative of APGCL to APGCL.

### Detailed Specifications of Components of Solar Street Lighting System:

Sl. No.	Parameter	Specification
1	Luminaire	<ul style="list-style-type: none"> <li>• Rated Power: 30 W (+/-5%)</li> <li>• Efficiency: &gt;90%</li> <li>• LED efficacy: 150 lumen/watt.</li> <li>• Life Span: &gt; 50000 hours.</li> <li>• Driver: In Built DC – DC type.</li> <li>• Dust and water protection: IP 65 Standard or more</li> </ul>
2	MPPT Charger Controller	<ul style="list-style-type: none"> <li>• Integrated with Luminaries.</li> <li>• Type: MPPT.</li> <li>• Solar Charging Current: As per design requirement.</li> <li>• Idle Current Consumption: As per design requirement.</li> <li>• Low Voltage Indication: Red LED.</li> <li>• Charging Indication: Green LED.</li> <li>• Glass: Toughened.</li> </ul>
4	PV Module	<ul style="list-style-type: none"> <li>• Solar Module of 100 Wp or more.</li> <li>• The PV module should have crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II / BIS 14286, IEC 61730 from an NABL or IECQ accredited Laboratory. Such certificate shall be provided during supply.</li> <li>• The power output of the module(s) under Standard Test Condition should be a minimum of 100 Wp or more.</li> </ul>
5	Battery	<ul style="list-style-type: none"> <li>• Lithium Ferro Phosphate (LiFePO<sub>4</sub>)</li> <li>• The battery will have a minimum rating of 12.8V /36000 m Ah.</li> <li>• Depth of Discharge: 90%.</li> <li>• Battery should conform to the latest BIS/ International standards</li> <li>• Battery backup: 2 nights (24 working hours)</li> </ul> <p>The Battery pack should be tested as per IEC 62133-2012 or BIS latest standard from BIS recognized labs or MNRE accredited test center. Such test certificate shall be submitted during supply.</p> <p>The battery pack with BMS (Battery Management System) should be integrated with the system in such a way that it is theft proof and not removable from system. It should be installed with combination of luminaire.</p>
6	Pole & Accessories	<ul style="list-style-type: none"> <li>• Type: 6meter long MS Galvanized Tubular Pole.</li> <li>• Height: 6 meter above the ground level.</li> </ul>

	<ul style="list-style-type: none"> <li>• Foundation Nuts &amp; Bolts: Hot dip Galvanized.</li> <li>• <b>Panel Mounting Structure:</b> Hot Dip Galvanized of 80 micron thickness to be fixed in a slanted position depending upon the intensity.</li> </ul>
--	--

### Operation and Maintenance manual

An Operation, Instruction and Maintenance Manual, in English should be provided with the Standalone Solar Street Lighting System during supply.

The following minimum details must be provided in the Manual:

- Basic principles of Photovoltaic.
- A small write-up (with a block diagram) on Solar Street Lighting System - its components, PV module, battery, electronics and luminaire and expected performance.
- Type, Model number, Voltage & capacity of the solar panel, LED & battery, used in the system.
- About Charging and Significance of indicators.
- Clear instructions about erection of pole and mounting of PV module, lamp housing assembly on the pole.
- Clear instructions on regular maintenance and troubleshooting of the Solar Street Lighting System.
- DO's and DONT's.
- Name, address, contact no, email, office address of the contact person for repair and maintenance, in case of non-functionality of the solar street lighting system.

### SCOPE OF SUPPLY AND WORK:

**Table A**

Sl. No.	Item Description	Quantity									
1	All in One Solar Street Light Luminaire of rating 30 Watt (White LED), 100 Wp Solar PV Module, Lithium Ferro Phosphate (LiFePO4) battery of rating 12.8V/3600 m Ah & with BMS, Maximum Power Point Tracking Charge Controller	40 Nos.									
2	Pole & Accessories: <ul style="list-style-type: none"> <li>• Type: 6 meter long, 2.2 mm thick tubular hot dipped GI Pole.</li> <li>• Height: 6 meters above the ground level.</li> <li>• Foundation: Grouting up to 1 m from base plate.</li> <li>• Foundation nuts: Hot dip galvanized.</li> </ul> Minimum Pole Dimension: <table border="1" data-bbox="432 1585 1150 1693"> <thead> <tr> <th></th> <th>Length</th> <th>Diameter</th> </tr> </thead> <tbody> <tr> <td>Bottom Section</td> <td>4-meter length from bottom</td> <td>3 Inch</td> </tr> <tr> <td>Top Section</td> <td>2-meter length</td> <td>2.5 Inch</td> </tr> </tbody> </table>		Length	Diameter	Bottom Section	4-meter length from bottom	3 Inch	Top Section	2-meter length	2.5 Inch	40 Nos.
	Length	Diameter									
Bottom Section	4-meter length from bottom	3 Inch									
Top Section	2-meter length	2.5 Inch									
3	Installation, Testing & Commissioning of All in One Solar Street Lighting System including civil works.	40 Nos.									
4	Comprehensive Maintenance Contract (CMC) for 5 years.	1 Lot									

- For any further technical details **regarding the scope of work etc.**, the prospective bidders shall visit the site on any working day before submission of bid. For visiting the Work Site, bidder shall contact the General Manager of the Plant in advance seeking permission for such site visit.

**Contact Details:** Mr. Gopal Chanda,  
Assistant General Manager APCD,  
Amguri Solar Power Project, APGCL, Amguri.  
**Contact No.:** 91017-81645.  
**Email Id:** gopal.chanda@apgcl.org

- Bidder must ensure that they fully understand the Scope of Work and Terms & Conditions stated in this Tender for the purpose of bidding.
- Bidder shall fill up and submit along with the technical bid the below given **Table-B** providing details of the Offered Products.

**Table-B**

<b>Details of the Offered Products and Works :</b>	
Sl. No.	Details of Offered Products & Work – ( <i>This shall include Offered Product's Name, Make, Specifications, etc.</i> )
Details of Offered Products:	
01.	
02.	
03.	
04.	
<b><u>Details of works to be carried out</u></b>	
01.	
02.	

(Use Extra Sheet, if required)

**(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:**

**Supply, Testing, Installation and Commissioning Part:**

100% payment along with P&F, Freight, Transit Insurance, Taxes shall be made after successful completion of the work- Design, Supply, Installation, Testing & Commissioning of

Semi Integrated Standalone Solar Street Lighting System at Amguri Solar Park and subjected to fulfilment of Performance Security Deposit Clause of this tender.

**Note:**

**Payment Against Comprehensive Maintenance Contract (CMC):**

CMC Value shall be paid in 5(five) equal installments in each year during the 5(five) years period. Payment shall be made against submission of satisfactory performance report regarding comprehensive maintenance of the system each year which shall be duly signed by the Contractor and Engineer-in-charge of APGCL.

**(3) Warranty Period:**

a) **Supply:** The materials supplied shall be warranted as follows:

- The entire system including all components will be warranted for a period of 5(five) years from the date of commissioning of the entire system at site.
- The Warranty Certificate to be supplied with the system must contain the details of the system.

Free replacement of the materials shall have to be made by the supplier for any defect/any improper functioning that may develop under normal use during the guarantee period. The free replacement should be made within a reasonable time period as determined and directed by the undersigned. The firm has to submit an interchangeability certificate for the supplied materials during delivery.

b) **Service:** The comprehensive maintenance contract (CMC) shall be for a period of 05 (five) years.

- The successful bidder shall visit the installation site quarterly in each year and carry out regular servicing of installed systems and submit performance reports.
- Any defect noticed in the system during the period of five (5) years from the date of commissioning of the system shall be rectified / replaced by the successful bidder on its own motion or on due intimation by APGCL, as the case may be, without any additional financial implication on APGCL except the yearly CMC charge.
- The replacement of the defective component at the cost of the successful bidder shall be made with similar and / or equivalent make. The replaced component shall not, in any situation, reduce the performance of the system.
- The CMC (within warranty period) shall be executed by the firm himself or the authorized dealer / service center of the firm. The CMC will include the total system.
- Necessary maintenance consumables for five years trouble free operation shall also be supplied with the system without any additional financial implication on APGCL.
- The successful bidder shall have to ensure proper functioning of the system during the CMC period by carrying maintenance works as required which includes but is not limited to the following:
  - i. Maintenance of LED luminaries.
  - ii. Maintenance of charging and control unit.
  - iii. Peripheral maintenance of Solar PV Panels.
  - iv. Peripheral maintenance of the Battery.
  - v. Maintenance of necessary connecting wires in each pole.



- c) **The CMC (within warranty period) shall be executed by the firm himself or the authorized dealer/ service center of the firm. The CMC will include the total system including battery etc. whatsoever.**
- d) **It is mandatory for the contractor to have an authorized service center in the State of Assam. The bidder has to submit documents supporting the presence of service centers in the state of Assam along with the technical bid.**

(4) **Work Completion Period:**

**Design, Supply, Installation, Testing & Commissioning of All In One Solar Street Lighting System at Amguri Solar Park** should be completed within 45 days (**Forty Five Days**) from date of issue of Work Order. **including 5 Years mandatory Comprehensive Maintenance Contract (CMC)**. Liquidated damage due to delay in completion of work in full 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 as performance security, immediately on receipt of Work Order, duly pledged in favour of the Chief General Manager (NRE), APGCL and such security deposit shall be valid up to 30 (thirty) days beyond the warranty period of 5 (five) years.

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.

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:

MT/IFN760/MT/IFN760 COV for issuing of Bank Guarantee.  
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 (LD):** In case of delay in work completion beyond the work completion period as mentioned in clause 'F4', APGCL shall be entitled to: -
- a) Recover an amount at the rate of 0.5% of the total value of Uncompleted Work per week or part thereof of delay, subjected to maximum of 10% (ten percent) of the Contract Price/Work Order value of Uncompleted Work 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.
- b) 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.

- c) 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.

**Note:** The Term "Work" in this Clause includes both Supply & Work Parts of the Scope of Work of Bidder.

(7) **Validity of the Bidder's Bid:**

The Bidder's Bid shall be valid for a period of 180 (one hundred eighty days) from the date of opening of the technical bid. However, in exceptional circumstances, APGCL may request the Bidder for an extension of the bid validity period.

(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) **Mandatory documents:**

The bidder must upload the scanned copies of the following mentioned documents along with the technical part of the submitted tender on [assamtenders.gov.in](http://assamtenders.gov.in), failing which the bid may be non-responsive.

- a. Signed & Sealed copy of duly filled Proforma (Annexure-I).
- b. Copy of PAN Card & Employee's Provident Fund (EPF) Registration copy.
- c. Copy of GST Registration Certificate of the bidder's Firm.
- d. **All Documents related to bidder's eligibility and past experience as per Clauses C & D of this tender document.**
- e. Documents related to bidder's Firm/Organization: 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), Joint Venture (JV) documents, etc. whichever is applicable. Note: In case of Joint Venture (JV), the bidder must be the **Lead Partner** in the JV.
- f. Documents stating bidder's average annual turnover during 03 (three) Financial Year (FY: 2020-21, 2021-22 & 2022-23). **These documents must be certified by Chartered Accountant.**
- g. ITR for FY 2020-21, 2021-22 & 2022-23.
- h. **Filled-up copy of Table-B.**
- i. **All other documents as sought in this Tender under Clauses C, D, E, F & G.**
- k. OEM Authorization Letter for All In One Solar street light.
- m. **Any other document as sought or deemed necessary as per this tender of APGCL.**

**(11) Clarification and Additional Information:**

During submitted bid's evaluation, APGCL 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 as determined by the undersigned. However, seeking clarification and document(s) during bid evaluation shall be on sole discretion of APGCL.

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

Tender Processing Fee shall be collected online from Bidder during bid submission at <https://assamtenders.gov.in>.

**EMD @ Rs. 23,000.00/- (Rupees Twenty-Three Thousand Only) shall be deposited online during bid submission at <https://assamtenders.gov.in>.**

**(13) OWNER'S RIGHT TO ACCEPT OR REJECT A BID:**

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

**(14) Award of Contract:**

The successful bidder shall be issued formal Work Order prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the Order via email within 05 (five) days from the date of issue of formal Work order.

**(15) 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.

**(16) 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).

**(17) 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.

**(18) 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.

**(19) 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 supplied by the

Contractor but such indemnity shall not cause any use of the equipment other than for the purposes indicated by or reasonably to be inferred from the specification.

(20) **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.

(21) **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.

(22) **Inspection at Site:**

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.

(23) **Test at Site of Work:**

The Contractor after installation work shall arrange testing to prove correct performance of equipment 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.

(24) **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.

(25) **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, 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.

(26) **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.

(27) **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.

(28) **Precautions to be Taken During Execution of Work:**

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

(29) **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.

(30) **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.

(31) **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.

(32) **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.

(33) **Other terms:**

Any other terms not covered by above clauses shall be governed by "General Condition of 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 directed 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>:

- Signed & Sealed copy of duly filled up Proforma (Annexure-I).
- Technical and Commercial part 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:**

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 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.**

**3. 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 their 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 is 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:

- [abhijit.saha@apgcl.org](mailto:abhijit.saha@apgcl.org)
- [migom.mili@apgcl.org](mailto:migom.mili@apgcl.org)

**4. 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.

**5. Queries:**

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

- [abhijit.saha@apgcl.org](mailto:abhijit.saha@apgcl.org)
- [migom.mili@apgcl.org](mailto:migom.mili@apgcl.org)
- [amar.chetri@apgcl.org](mailto:amar.chetri@apgcl.org)

**6. BID Opening:****a) Opening of Techno-commercial & Un-priced Part of Bid:**

- i) On the date and time mentioned in 'Notice Inviting Tender', the Technical and Un-priced Commercial Part will be opened in the office of the Chief General Manager (NRE.), APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati, Assam, Pin-781 001.
- 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.

**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.**

**7. 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, if applicable.
- ii) Bidders must ensure that the 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 (BOO):**

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 total offered price in Reverse Auctioning.

8. Bidder must fill-up and upload the "**Proforma**" (**Annexure-I**) attached with this tender document.
9. 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 APGCL bid document and binding on all the bidders.

**10. Consignee:**

The Assistant General Manager, ACPD,  
Amguri Solar Power Project, APGCL, Amguri,  
Village: Japisaji Gaon,  
State: Assam, PIN: 785683.  
Contact No.: 91017-81645.  
Email Id: [gopal.chanda@apgcl.org](mailto:gopal.chanda@apgcl.org)

**11. Work Site Address:**

Amguri Solar Power Project, APGCL, Amguri,  
Village: Japisaji Gaon,  
State: Assam, PIN: 785683.

**Enclosed:** Proforma (Annexure-I) and BOQ.

Chief General Manager (NRE),  
APGCL, Guwahati-1.



**Annexure-I****PROFORMA**

<b>Sr. No.</b>	<b>Clause No.</b>	<b>Description/Clauses of APGCL Tender</b>	<b>Bidders Response/Acceptance/Deviation (Use extra sheet, if required)</b>
1	NA	Bidder Name	
2	NA	Bidder Address	
3	NA	Contact no.	
4	NA	E-mail:	
5	C	Whether all documents related to Eligibility of Bidder Clause submitted?	
6	D	Whether all documents related to Bidder's Experience submitted?	
7	E	Whether the Offered Scope of Work of bidder is as per tender requirement?	
8	F (7)	Validity of bidder's bid	
9	F (10e)	Bidder's firm details and whether requisite documents furnished?	
10	F (10c)	Whether GST registration copies furnished?	
11	F (10b)	Whether copy of PAN & EPF Registration furnished?	
12	F (12)	Whether Earnest Money deposited?	
13	E	Whether Filled-up Table-B submitted	
14	F3(d)	Whether documents related to presence of service center in the state of Assam submitted?	
15	NA	<b>Whether bidder accepts all clauses/terms &amp; conditions of this Tender?</b>	
16	NA	<b>I accept that all details filled by me are correct to my knowledge (write 'Yes')</b>	

**Sign & Seal of Bidder**