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E-TENDER

Name of the work: Replacement of existing 132kV main bus (twin panther & single zebra) conductor with twin ACSR Zebra conductor along with augmentation of existing 132kV panther conductor to single zebra conductor for both 220/132kV, 100MVA transformers at 220kV Namrup GSS, AEGCL.

NIT No: AEGCL/DGM/TTC/DBR/O&M/TC-02/2025/3444, Dated: 26.06.2025

Sd/

Deputy General Manager
T&T Circle, AEGCL
Dibrugarh

Section -1

Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their **Bids**. **Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.**

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SECTION-1

INSTRUCTION TO BIDDER

1.1.0 INTRODUCTION:-

- i) The **Deputy General Manager, T&T Circle, AEGCL, Dibrugarh** on behalf of Assam Electricity Grid Corporation Ltd, hereinafter referred to as AEGCL or Purchaser invites-tenders in prescribed form, under T&T Circle, AEGCL, Dibrugarh and having sound technical and financial capabilities for the following work.
- ii) **Name of Work:-Replacement of existing 132kV main bus (twin panther & single zebra) conductor with twin ACSR Zebra conductor along with augmentation of existing 132kV panther conductor to single zebra conductor for both 220/132kV, 100MVA transformers at 220kV Namrup GSS, AEGCL.**
- iii) **Estimated Value for Work:-Rs. 29,39,748.00.00 (Rupees Twenty Nine Lakhs Thirty Nine Thousand Seven Hundred and Forty Eight only).**
- iv) **Fund:O&M, HQ, UAR FY 2025-26.**
- v) **Key Dates:Refer to NIT.**

1.2.0 BIDDING PROCEDURE:-

- a. The bidders must register themselves at <https://assamtenders.gov.in> as per the guidelines laid in the website.
- b. The bidders have to submit scanned copies of the relevant documents through the e-Tender Portal.
- c. The bid must be submitted online through e-tendering portal <https://assamtenders.gov.in>.
- d. Bidders may obtain further information from the office of the Dy. General Manager, T&T Circle, AEGCL, Dibrugarh, Assam [e-mail: dgmmtc.dibrugarh@aegcl.co.in; Web site: www.aegcl.co.in].
- e. To participate in the tender the interested bidders may visit <https://assamtenders.gov.in> for all the relevant documents and information required to participate in the tender.

1.2.1 CRITICAL DATES:

a. Tender Start Date	09:00 Hrs of	01/07/2025
b. Submission Start Date	10:00 Hrs of	01/07/2025
c. Tender End Date	12:00 Hrs of	21/07/2025
d. Opening Date of Techno Commercial bid	13:00 Hrs of	23/07/2025

1.2.2 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid. AEGCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Tender Paper Cost and Mode of Payment:

Bidder has to pay Non-Refundable tender processing fee of Rs.2,000.00 (Rupees Two Thousand) only via e-tender portal www.assamtenders.gov.in.

1.2.3 SCOPE OF WORK:-

The major scopes of work are as follows:-

- i) Replacement of existing 132kV main bus (twin panther & single zebra) conductor with twin ACSR Zebra conductor along with augmentation of existing 132kV panther conductor to single zebra conductor for both 220/132kV, 100MVA transformers at 220kV Namrup GSS, AEGCL as per BOQ.
- ii) Erection, Dismantling and commissioning of ACSR Zebra conductor, 120KN Disc insulators and insulator assembly, 132kV BPI along with mounting structure, clamps etc. for replacement of existing 132kV main bus (twin panther & single zebra) conductor with twin ACSR Zebra conductor along with augmentation of existing 132kV panther conductor to single zebra conductor for both 220/132kV, 100MVA transformers at 220kV Namrup GSS, AEGCL as per bid specification and price schedule.
- iii) Loading of manufacturer's works, transportation and delivery at the substation site, including unloading at destination site shall be in the scope of the contractor.

- iv) Freight and Transit Insurance, head loading, storage at site and site insurance of all materials at site shall be in the scope of the contractor.
- v) Arrangements of any permits required for transportation and movement of supplied materials is under the scope of the bidder.
- vi) All works and labours as per Bill of Quantity and bid specification is under the scope of the bidder.

1.2.4 BID SECURITY/EARNEST MONEY DEPOSIT

- i) For participation in bidding procedure, participants must compulsorily pay the Bid Security of **Rs. 60,000.00 (Rupees Sixty Thousand)** only via e-tender portal www.assamtenders.gov.in.
- ii) The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- iii) The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.
- iv) The bid security may be forfeited:-
 - a) If a Bidder withdraws its bid during the period of bid validity period.
 - b) If the successful Bidder fails to sign the Contract within the specified period.
 - c) If the successful Bidder fails to furnish a performance security within 15 (Fifteen) days' time of issue of LOA/NOA.
- v) No interest shall be payable by AEGCL on the above bid security.

1.2.5 PERFORMANCE SECURITY/GUARANTEE

- a) Warranty: The materials and entire work are to be guaranteed against defective design, materials and workmanship and for satisfactory performance for a period of 36 (Thirty Six) Months from the date of final acceptance of the completed work by AEGCL.
- b) The successful Bidder shall have to deposit through a **Bank Guarantee/Fixed deposit/RTGS/NEFT** from a Nationalized or scheduled Bank of RBI in AEGCL's standard proforma on non-judicial stamp of appropriate value for an amount equivalent to 10% (ten percent) of the total value of the order including GST as performance security within **15(Fifteen)** days from issue of LOA/NOA duly pledged in favour of the Purchaser concerned (AEGCL) and such security deposit shall be **valid upto 60 days beyond the warranty period**. In case of Abnormally Low Bid the amount to be taken as performance guarantee will be as per bid document.
- c) If the contractor/firm fails or neglects to observe and perform any of his obligations under the contract, Purchaser (AEGCL) shall have the right to forfeit, either in full or in part at his absolute discretion, the security deposit furnished by the contractor/firm.
- d) If the value of the work increases from original ordered value, the contractor has to provide performance guarantee for additional amount.
- e) If any abnormally low bid is accepted under Clause no. 1.4.3.4, after taking the additional performance security as per the assessment of the committee, however, the total performance security should not have to be exceeded 20% of the total contract value.
- f) The additional performance security shall be treated as the part of the original performance security and shall be valid for a period coextensive with the applicable defect liability period of the contract.
- g) Non submission of the additional performance security shall constitute sufficient ground to rejection of the bid and similar assessment shall be initiated for next ranked bidder if that bidder is identified as ALB.
- h) No interest shall be payable on such deposits.

1.2.6 CLARIFICATIONS:

- i. A prospective Bidder requiring any clarification of the Bidding Document shall contact the AEGCL in writing at the AEGCL's address indicated in the Bid Document or raise his enquiries prior to 3(three) days of closing of the bid. AEGCL will respond to any request for clarification if deemed necessary.
- ii. The Bidder is advised to visit and examine the site where the work is to be Carried out and its surroundings and obtain for itself on its own responsibility, all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense.

- iii. The Bidder and any of its personnel or representatives will be granted permission by AEGCL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder and its personnel will release and indemnify the Employer and its personnel from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

1.2.7 BID VALIDITY

- i. Bids shall remain valid for a period of **180(One Eighty)** days after the date of opening of Technical Bids.
- ii. In exceptional circumstances, prior to expiry of the original bid validity period, AEGCL may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 1.2.7 in all respects.

1.2.8 TIME SCHEDULE:

The successful bidder shall have to complete the works within **180 (One Hundred and Eighty) days from the date of site handover subject to availability of shutdown**. Bidders should note that time is the essence of this bid.

1.2.9 DISCLAIMER

AEGCL is not committed contractually in any way to those Bidders whose Bid are accepted. The issue of this Bid does not commit or otherwise oblige AEGCL to proceed with any part or steps of the process.

1.2.10 AMENDMENT OF BIDDING DOCUMENTS

- i. At any time prior to the deadline for submission of bids, the AEGCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda
- ii. Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to AEGCL

1.2.11 LANGUAGE OF BID

- i. The bid, and all correspondence and documents related to the bid, exchanged between the bidder and AEGCL shall be written in the English language.
- ii. Supporting documents and printed literature furnished by the bidder shall also be in English language

1.2.12 DEADLINE FOR SUBMISSION OF BIDS

- i. Bids must be submitted no later than as stated in NIT.
- ii. AEGCL may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 1.2.10, in which case all rights and obligations of AEGCL and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.

1.2.13 BID FORM AND BOQ

The Bidder shall complete the Bid Form and the appropriate BoQ furnished with the bidding documents.

1.2.14 PRICE BASIS

Prices quoted by the Bidder shall be inclusive of all scope of work as specified in this bidding document including any related services that is implicit to carry out the work successfully. Price will be firm and no price variation will be allowed within the completion period given in the work order. Duties and Taxes shall be adjusted, except there is variation due to changes in legislation of the Country.

1.2.15 NEGOTIATION WITH BIDDER:

The purchaser reserves the right to hold negotiations with lowest bidder if AEGCL feels the quoted rates of particular item(s) are unreasonably high. The bid must be valid, eligible and technically acceptable and considered for award of contract. Cost quoted by bidder shall be inclusive of all scope of work as specified in the bidding document including any related services that is implicit to carry out the work successfully. Price will be firm and no price variation will be allowed within the completion period given in the work order.

1.2.16 VERIFICATION OF DOCUMENTS:-

AEGCL reserves the right to verify the documents submitted by the bidders with issuing authority and if any Abnormalities are observed in the same, their bids will be rejected.

1.2.17 RIGHT TO REJECT:-

- i. AEGCL reserves the right to reject any or all the bids without assigning any reason thereof and AEGCL further reserves the right to split up the work order in favour of more than one Contractor.
- ii. AEGCL also reserves the right to reject the lowest or any other price without assigning any reason.
- iii. The clauses which are not appearing in this Bid document will be as per The General Condition of Supply and Erection 2009 of AEGCL.
- iv. The General Condition of Supply and Erection 2009 of AEGCL is available in the AEGCL's website www.aegcl.co.in.

1.3.0 ELIGIBILITY QUALIFICATION.

1.3.1 ELIGIBLE BIDDERS:

- i) A Bidder shall have Indian nationality. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of Republic of India.
- ii) Subject to meeting the Qualifying Requirements, a Bidder may be a firm or company or any combination of entity with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium or association. When the bidder is a firm, the names and address of the partners should be indicated and a copy of the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid.
- iii) When the bidder is a Company, the company registration document along with Memorandum of Association should be submitted.
- iv) When the bidder is an individual carrying on business in a firm's name, the tender should be submitted by the owner of the firm, who may describe himself as carrying on business in the firm's name.
- v) **In the case of the Joint Venture (JV): -**

When the bidder is a Joint Venture (JV) of two or more firms as partners, all partners shall be jointly and severally liable. The JV shall legally authorize one of the partners as the lead partner for the purpose of submitting the bid, incur liabilities; receive payments and instructions on behalf of the others. A copy of the **registered** JV agreement, executed on Non judicial e-stamp paper, shall be submitted with the bid. However, in case of successful bid, the agreement shall be signed by all the partners, so as to be legally binding on all the partners.

- vi) AEGCL considers a **conflict of interest** to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Anticorruption Policy of Government of India and Government Of Assam. In pursuance Anticorruption Policy's requirement that Employer as well as bidders, suppliers, and contractors observe the highest standard of ethics. AEGCL will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process.
- vii) A firm that is under a declaration of ineligibility by the AEGCL or any Government Entity or PSU at the date of the dead line for bid submission or there after i.e. on or before contract signing date shall be

disqualified. Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.

1.3.2 LEGAL ENTITY:-

Verification may be undertaken to verify that an applicant is a bona-fide registered company or business. Bidders are required to provide evidence of the legal entity by providing a copy of an official document as mentioned in the appendix attached along with this bid document.

1.3.3 EXPERIENCE: -

- i. The Contractor should have experience in the field of substation and line construction, bus augmentation, equipment erection, stringing, jumpering, maintenance etc. of 132KV or above during the last 7 years.
- ii. Participation as contractor experience having successfully completed works as per clause 1.3.3(i) & 1.3.3(ii) are invited should be either of the following:

Sl. No.	Name of work	Amount (Rs)
1.	One (1) work experience as mentioned in clause 1.3.3(i) costing <i>not less than 80% of total estimated cost.</i>	₹23,51,798.00
2.	Two (2) work experience as mentioned in clause 1.3.3(i) costing <i>not less than 50% of total estimated cost.</i>	₹14,69,874.00
3.	Three(3) work experience as mentioned in clause 1.3.3(i) costing <i>not less than 40% of total estimated cost.</i>	₹11,75,889.00

- iii. Bidders must compulsorily submit work order and work competition certificate issued from Govt. Department/reputed PSUs only satisfying the above-mentioned work experience criteria for technical qualification.
- iv. The acceptance of work experience will be as per decision of the tender committee.
- v. Moreover, AEGCL reserves the right to scrutinize any work order/work competition certificate submitted by the bidders with issuing authority and if any abnormalities are observed in the same, their bids will be rejected.

1.3.3.1 DOCUMENTS COMPRISING THE BID:

The Technical Bid submitted by bidders shall contain the following:

- a. Bid Submission Sheet.
- b. Duly signed bid document.
- c. Documentary evidence to establish that the Bidder meet the qualifying requirements in accordance with Clauses 1.3.0.
- d. The Bid Guarantee (Bid Security) in accordance with Clause 1.2.4 & its sub clauses of this Section.
- e. All Bidding Schedules properly filled up including Price Bid Schedules.
- f. Technical literature/brochure/catalogue for offered product.

1.3.3.2 To establish its eligibility and qualifications to perform the contract, the bidder shall provide along with the above mentioned documents the following additional documents (mandatory) on qualifying requirements such as:

- a. Copies of relevant Electrical License of Class -1 (valid) issued by competent authority in the State of Assam or in the State where the bidder's business is registered.
- b. Copies of PAN, GST Registration Certificate as per Goods & Services Tax laws.
- c. Copies of Labour License (valid) issued by competent authority in the State of Assam or in the State where the bidder's business is registered.
- d. Up-to-date GST return (Current Financial Year).
- e. Bank Solvency of current financial year.

- f. Last 3 years audited annual turnover certified by CA.
- g. EPF and ESIC Reports on the financial standing of the Bidder, such as profit and loss statements and balance sheet certified by CA for the last three financial years including IT return for the last three financial years duly acknowledged by the tax department(along with acknowledgement slip & recent challan).
- h. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- i. Experience and completion certificate.

1.3.4 FINANCIAL QUALIFICATION

- a. Minimum average annual turnover must be as mentioned below for respective works:
 - i) Average Annual turnover should be at least 30% of the estimated cost, calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) Years, ending 31st March of the previous financial year.
 - ii) Audited Balance sheet must be furnished as a proof of annual turnover.
 - iii) Any other form of supporting documents instead of Audited balance sheet will not be accepted.
 - iv) Current bank solvency certificate must be submitted to show the bidder's financial position. sufficient to meet the cash flow during the construction period and in no case should be less than 80% of the total work value.

(Work Value: **INR 29,39,748.00.00** (Rupees Twenty Nine Lakhs Thirty Nine Thousand Seven Hundred and Forty Eight only).

- b. Wherever necessary the Employer may make enquiries with Bidder's bankers.
- c. Bidder must keep GST liabilities up to date and non-payment of GST liabilities and non-filing of relevant GST return more than 3 (three) months shall be reckoned as GST defaulter and this may be considered a cause for disqualification of a bidder and the bid may be rejected

1.3.5 LITIGATION HISTORY:

- a. Bidders shall submit details of all litigation, arbitration or other claims, whether pending, threatened or resolved in the last five years, with the exception of immaterial claims with a cumulative impact of not more than 10% of their total assets.
- b. The Employer may disqualify bidders in the event that the total amount of pending or threatened litigation or other claims represent more than 50% of their total assets.

1.3.6 Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

1.3.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

1.3.8 Not with standing anything stated herein above, AEGCL reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstance warrant such assessment in the overall interest of AEGCL.

1.4.0 EVALUATION CRITERIA:-

1.4.1 EVALUATION AND COMPARISON OF BID PROPOSALS

1.4.2 AEGCL will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, AEGCL will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

1.4.2.1 Qualification

1.4.2.1.1 The determination will take into account the Bidder's financial and technical capabilities and past performance; it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 1.3.3 as well as such other information as AEGCL deems necessary and appropriate; and

1.4.2.1.2 an affirmative determination will be a prerequisite for AEGCL to continue with the evaluation of the proposal; a negative determination will result in rejection of the Bidder's bid.

1.4.2.2 Technical

1.4.2.2.1 Overall completeness and compliance with AEGCL's Requirements; the technical merits of materials and equipments offered and deviations from AEGCL's Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;

1.4.2.3 Commercial

1.4.2.3.1 Deviations and omissions from the contractual and commercial conditions as identified in the Bid.

1.4.2.3.2 Compliance with the time schedule called for in the Bidding Document and evidenced as needed in a milestone schedule provided in the bid; and

1.4.2.3.3 The functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment.

1.4.3 Pursuant to Sub-Clause 1.4.2.1.1, the following evaluation methods will be followed:

- a) **Time Schedule:** Bidders submitting bids that deviate from the time schedule specified will be rejected.
- b) **Deviations from the Bidding Document:** Bidders shall base their Bid price on the terms & conditions specified in the Bidding Documents. Bids with material deviations and omissions shall be rejected.
- c) **Functional Guarantee of the facilities:** Bidders shall state the functional guarantees (e.g. guaranteed performance or ratings or efficiency) of the proposed Goods in response to AEGCL's Requirements (Technical Specifications). Goods, Plant and equipment offered shall have a minimum performance (functional guarantees/ratings) specified in the Technical Specifications to be considered responsive. Bids offering Goods, plant and equipment with functional guarantees less than the minimum specified shall be rejected.

1.4.3.1 The following methodology will be practiced for identification and treatment of the Abnormally Low Bids (ALB) in this tender process of AEGCL:

- a) **Identification:** For the identification of the Abnormally Low Bids, two approaches as applicable shall be adopted:
 - i) **Absolute Approach** when there is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is abnormally low.
 - ii) **Relative Approach** is a statical comparison method which will be applied when there are more than five nos. of substantially responsive bids. A potential ALB is identified where the low Bid is more than one standard deviation below the average of substantially responsive bids received.

In this approach first the Average bid price is determined and then by deducting the standard deviation from the average bid price, potential ALB may be determined.

- b) In case of ALB, the tender evaluation committee of the respective tenders shall undertake the following three stage review which are as follows:
 - i) Identify ALB as per the step mentioned in Clause No. (a).(i) and (ii) which ever is applicable.
 - ii) Clarify and analyze the bidders resource inputs and pricing, including overheads, contingencies and profit margins. In that respect committee may seek the reference of the guidelines of World Bank, AIIB, ADB etc.
 - iii) Decide whether to accept or reject the tender.
 - iv) On acceptance of the bid, whether Additional Performance Security is to be imposed on the bidder supplemented by adequate justification.
- c) Additional Performance Security in case of acceptance of ALB:

- i) If any abnormally low bid is accepted under point no.(b) (iii), after taking of additional performance security as per the assessment of the committee, however the total performance security should not have to exceed 20% of the total W.O/LOI value.
- ii) The additional performance security shall be treated as part of the original performance security and shall be valid for a period coextensive with the applicable defect liability period of the contract.
- iii) Non submission of the additional performance security shall constitute sufficient ground to rejection of the bid and similar assessment shall be initiated for the next ranked bidder identified as ALB.

1.5.0 GENERAL CONDITIONS OF CONTRACT:

1.5.1 INSPECTION OF SITE:-

- i) The Bidder is advised to visit and examine the site where the work is to be carried out and its surroundings, nature of work, site conditions, area for storage of materials, establishment of labour camp, site office, means of access to the site etc. and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract.
- ii) The costs of visiting the site shall be at the Bidder's own expense. However prior permission should be sought from the tender inviting authority for visiting the site.
- iii) Non- familiarity with the site conditions will not be considered as on either for extra claims or for not carrying out the work in strict conformity with the specifications & requirement.

1.5.2 PREPARATION OF BID:-

1.5.2.1 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and AEGCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.5.2.2 Documents Establishing Conformity of the Goods and Services: -

The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of letter, drawings and data, and shall furnish. A detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the Goods, in response to the specification.

1.5.2.3 Bidder should note clearly that department should not take any responsibility for issuing of any materials, equipment and T&P's that may be required in the work.

1.5.2.4 All materials, labours, equipment, T&P and heavy vehicle etc. required in the work shall have to be arranged by the bidder/contractor from his own sources in the event of allotment of the said work to him/them.

1.5.2.5 The bidder should clearly understand that all materials to be utilized in the work must confirm to the specifications. No substandard materials will be allowed to utilize in the work. Samples of each and every material to be brought to the site of work shall have to be get approved by the competent authority of the department before use.

1.5.2.6 The contract must not be sublet under any circumstances. If an contractor found in doing so, his work liable to be terminated.

1.5.2.7 The specification for the work shall be as per specification laid down in the items of work contained in the enclosed schedule of items of work or as per the APWD schedule of rates for Building (civil works), sanitary and water supply and internal electrification respectively (whichever is applicable) but certain modification in the specification and method of execution of work if required shall have to be carried , out which shall be finalized with the contractor bilaterally through discussion.

1.5.3 PRICE BID:-

1.5.3.1 Unless otherwise specified in the Bid Document and/or AEGCL's Requirements, bidders shall quote for the entire plant and services on a single responsibility basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the including procurement, delivery, testing of materials, construction, labour cost, insurance, statutory requirements, and any other expenditure deemed necessary for completion of the Work.

- 1.5.3.2** The rate should also include the cost of testing of materials at the approved laboratory, carriage and transportation of sample, preparation of report, submission of report in all respect as required by AEGCL.
- 1.5.3.3** This includes all requirements under the Contractor's responsibilities for completing the work and where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 1.5.3.4** Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document
- 1.5.3.5** Bidders quoted price should include all cost of testing of materials, transportation of sample, storage, preparation and submission of report during approval period, construction period as well as after completion of the work.
- 1.5.3.6** Bidders quoted price should include all cost of testing of concrete (destructive or non-destructive) transportation of sample, storage, preparation and submission of report.
- 1.5.3.7** Taxes like work contract, income tax etc. which need to be deducted at source as per the prevailing law, will be deducted at source.
- 1.5.3.8** The Bided Price should on Fixed Price basis, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account

1.5.4 SITE FACILITIES:-

- 1.5.4.1** AEGCL will not provide any accommodation at the work site to the contractor and their field personnel. The same has to be arranged by the contractor on their own. However, AEGCL may provide space for storage of the materials but responsibility of the material and their safety shall be taken care of by the Contractor. In case of non availability of space under AEGCL the same should be arranged by the contractor outside AEGCL campus/work site at their own cost and responsibility.
- 1.5.4.2** AEGCL shall not be responsible for the safety of the workers at site either on account of the works executed by the Contractor or on account of the works executed by any other agency involved at that time.
- 1.5.4.3** AEGCL shall on no account be responsible for the expenses incurred by the Contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangements.
- 1.5.4.4** The quoted price shall be deemed to include charges for all site facilities for labour that are considered necessary for execution of the work. Subject to availability of land, AEGCL may provide free site for labour camp, construction of yard etc. close to site of work.
- 1.5.4.5** No assurance can be given regarding the availability of AEGCL's land given for use to the Bidder to natural calamities. AEGCL under takes no responsibility or liability in this regard.
- 1.5.4.6** The bidder shall make his own arrangement for arranging power supply as may be required for work. AEGCL may, however assist in recommending his/their application to the Electricity Supply Utility for the power supply on payment basis as per norms of the Electricity Supply Utility.
- 1.5.4.7** No claim shall be entertained from the bidder for making his own arrangement for approach roads from outside PWD road to the site and bidder will bear entire expenses.
- 1.5.4.8** AEGCL on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already billed and paid for by the AEGCL.
- 1.5.4.9** Any facilities available at site shall be utilized only with prior permission of AEGCL and it should not be taken as granted for availing such services.

1.5.5 DEFECT AFTER COMPLETION OF WORK:-

- 1.5.5.1** The contractor shall make good at his own cost and to the satisfaction of AEGCL all defects, or other faults which may appear during the defect liability period.

1.5.5.2 In default, AEGCL may employ and pay other agency or persons to amend and make good such damages. Losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor, failing which the same shall be recoverable from the payment due to the contractor and performance guarantee.

1.5.5.3 In the event of amount due and performance guarantee being insufficient, the balance amount will be recovered from the contract or from the amount due or retained for other works executed in AEGCL.

1.5.6 DEVIATION/ERROR IN DRAWING AND SPECIFICATIONS.

1.5.6.1 In case of non-suitability of drawing or specifications, the matter to be brought to the notice of Competent Authority without any delay. Any modification or deviation should only be done after approval of Competent Authority.

1.5.6.2 In case of any omission and error in the drawing and specification the same procedure as above should be followed.

1.5.7 VARIATION AND DEVIATION OF QUANTITY:-

1.5.7.1 DELETION OF WORK:

AEGCL and its representative have the right to delete or decrease any item or quantity from schedule of quantity at its discretion if deemed necessary. No claim by the contractor will be admissible for this deletion or deduction of Item/quantity from schedule of quantity.

1.5.8 LABOUR LEGISLATION:-

1.5.8.1 The Bidder shall comply with the provisions of the Apprentices Act 1961, payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Act or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

1.5.8.2 The Bidder shall indemnify and keep indemnified AEGCL against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim.

1.5.8.3 The laws aforesaid shall be deemed to be apart of this contract and any breach thereof shall be deemed to be a breach of this contract.

1.5.8.4 The Bidder shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the Bidder.

1.5.8.5 The Bidder shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by them. The Bidder shall fully indemnify AEGCL against any action by the state and/or Central Government for any default or alleged default by the Bidder for violation of any of such rules and regulations. If, due to any default of the Bidder, AEGCL has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, AEGCL shall be entitled to recover from the Bidder all such expenditure in full from any payment due to the Bidder.

1.5.9 GOVERNMENT AND LOCAL RULES:-

1.5.9.1 The Contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. Of the Government and Local Authorities and of any Company whose system and design is proposed to be connected/utilized.

1.5.9.2 The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify AEGCL against such liabilities and shall defend all actions arising from.

1.5.10 ELIGIBILITY OF CONTRACTORS EMPLOYEES:-

1.5.10.1 The Contractor shall employ in and about the Execution of the works only such persons as are skilled and experienced in their several trades. A list of such persons should be submitted in corresponding Appendix.

1.5.11 ENGINEER AT LIBERTY TO OBJECT:-

1.5.11.1 AEGCL's Site in-charge shall have right to remove any person provided by the Contractor who, in the opinion of the Site in-charge, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without consent of the Engineer.

1.5.11.2 Any person so removed from the Works shall be replaced immediately without hampering the work.

1.5.12 TAXES:-

Any taxes, royalties and duties as per Govt. Law should be responsible of the contract or and must be included in their quoted rate.

1.5.13 INSURANCE:-

The bidder shall arrange for any pay/cost of personnel accident insurance, medical treatment etc. in respect of their employees assigned to the works for all time and shall govern by Law of the land.

1.5.14 DAMAGE TO PERSON AND PROPERTY:-

1.5.14.1 The Contractor shall be responsible for all injury to the work or to workmen, to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of contractor or its employees, against whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract.

1.5.14.2 The Contractor shall at his cost effect the insurance necessary and indemnify AEGCL entirely from all responsibility in this respect. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, all medical expenses, compensation to be borne in the event of accident etc., damage or loss to the Contract itself till this is made over a complete state. Insurance is compulsory and must be affected from the very initial stage and should cover the entire contract period till handing over of complete works.

1.5.14.3 The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this Contract.

1.5.14.4 AEGCL shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the Contractor.

1.5.15 AWARD CRITERIA

The purchaser shall in general award the contract to the lowest substantially responsive bidder However, the purchaser reserves the right to not award contract to the lowest substantially responsive bidder without thereby incurring any liabilities to bidders.

1.5.16 RIGHT TO REJECT: -

AEGCL reserves the right to reject any or all the bids without assigning any reason thereof and AEGCL further reserves the right to split up the work order in favour of more than one Contractor. AEGCL also reserves the right to reject the lowest or any other price without assigning any reason. The clauses which are not appearing in this Bid document will be as per The General Condition of Supply and Erection 2009 of AEGCL. The General Condition of Supply and Erection 2009 of AEGCL is available in the AEGCL's website www.aegcl.co.in.

1.5.17 ACCEPTANCE OF BID AND CONTRACT AGREEMENT:-

1.5.17.1 An agreement shall have to be drawn on non-judicial stamp of appropriate value with AEGCL by the selected Contractor in AEGCL's General Conditions of Supply and Erection 2009 of contract within 10 (ten) days from the date of issue of the LOI.

1.5.17.2 Where ever there is any variation in between the conditions of AEGCL's General Conditions of Supply and Erection 2009 and the above terms & conditions, this bid conditions will supersede the conditions of AEGCL's General Conditions of Supply and Erection 2009.

1.5.18 STATUTORY AND SAFETY REQUIREMENT:-

- 1.5.18.1** Each and every safety measures for MAN and MACHINE will be the sole responsibility of the Contractor without any prejudice. Compensation claim if any will also be the responsibility of the contractor without any prejudice.
- 1.5.18.2** During the execution of the work, the contractor shall have to mark the site with banner warning/indicating precautions.

1.5.19 PAYMENT TERMS:-

- 1.5.19.1** No advance/Mobilization advance shall be made in this contract.
- 1.5.19.2** No claim for interest shall be entertained by AEGCL in respect of any money or balance which may be in AEGCL's hands owing to any dispute or difference or misunderstanding between the contractor and the AEGCL or due to the reason beyond the reasonable control of AEGCL.
- 1.5.19.3** Payment is subject to availability of specific fund.
- 1.5.19.4** The quantities may vary as per site requirements. Actual work done quantities will be measured after completion of work and will be paid as per certification by Engineer-in charge.
- 1.5.19.5** TDS at actual will be deducted from the payable amount against each invoice/bill.
- 1.5.19.6** Following documents need to be submitted along with invoice:
- i. Application of payment
 - ii. Contractor's invoice showing LOA reference, Goods description, quantity dispatched, unit reclamation price, total amount(5copies).
 - iii. Packing list and challan
 - iv. Railway receipt/LR or E-Way bill(if applicable)
 - v. Manufacturer's guarantee certificate of Quality.
 - vi. Material inspection Clearance Certificate for dispatch issued by Purchaser.
 - vii. Insurance certificate.
 - viii. Physical verification certificate of material received at site by purchaser/Purchaser's site representative.

1.5.20 WARRANTY:-

- i) The term period of warranty shall mean the period of **36(Thirty Six) months** from the date of Taking Over of the Work by AEGCL. A Taking over Certificate (TOC) will be issued by the appropriate authority.
- ii) The offered products and its components must adhere to the latest relevant IEC, IS standards.
- iii) The dispatch clearance of materials will be issued from AEGCL and after ONLINE/OFFLINE inspection.

1.5.21 EXTENSION OF TIME:-

Time is the essence of the contract. No extension of time shall normally be allowed except on valid and genuine ground.'

1.5.22 CHANGE OF NAME OF THE TENDERER:-

1.5.22.1 At any stage after tendering, AEGCL shall deal with the Contractor only in the name and the address under which he submitted the tender. All the liabilities/responsibilities for due execution of the contract shall be that of the Contractor.

1.5.22.2 Any change/ alteration of name/ constitution/ organization of contractor shall be duly notified to the AEGCL and the AEGCL reserves the right to determine the contract, in case of any such notification.

1.5.23 DEATH, BANKRUPTCY ETC.:-

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

1.5.23.2 Terminate the contract forth with by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested.

1.5.23.3 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 the AEGCL.

1.5.23.4 In case of death of the Contractor before completion of work and supply, the Engineer or AEGCL shall be at liberty to:

- i. Close up the contract and take over the completed portion of work 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.
- ii. 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.
- iii. The performance security amount shall be determined by the AEGCL commensurate with the incomplete portion of the work. The AEGCL will enter into a fresh contract with the legal heir of the Contractor on the same terms and conditions of the earlier contract.

1.5.24 CONTRACTUAL FAILURE, LIQUIDATED DAMAGE AND PENALTY:-

Liquidity Damages 1.0% (one percent) of the amount of delayed work per week or part thereof subjected to the maximum 10 % of the contract value.

1.5.25 TERMINATION OF CONTRACT:-

If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

1.5.26 PAYMENT ON TERMINATION:-

In the event of termination of the contract, AEGCL shall be at liberty to get balance work done by any third party at the risk and cost of the contractor and due payment of the contractor, if any shall be released after the completion of whole of the works.

1.5.27 SUSPENSION OF BUSINESS DEALINGS WITH FIRMS/CONTRACTORS:-

1.5.27.1 AEGCL may suspend business dealings with a Firm/Contractor, if:-

- i) 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.
- ii) The AEGCL has past record of non-performance of the Firm in its previously awarded contracts. The AEGCL has record of ban against the Firm by other Government /Public sector utility.
- iii) The AEGCL has record of ban against the Firm by other Government /Public sector utility.

1.5.27.2 However, the AEGCL shall give the Firm/ Contractor a fair chance to explain the circumstances of such previous suspensions.

1.5.28 BANNING OF BUSINESS DEALINGS WITH FIRMS/CONTRACTORS:-

1.5.28.1 The AEGCL may ban business dealings with a Firm/Contractor, if:-

- i) 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.

1.5.28.2 There is strong justification that the Firm has been guilty of malpractices such as, bribery, corruption, fraud, substitution of tenders, interpolation, mis-representation, evasion or habitual default in payment of any Government tax etc.

1.5.28.3 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.

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

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

1.5.29 FORCE MAJEURE CONDITION

Force Majeure condition shall be considered as any circumstances beyond reasonable control of the party claiming relief, including but not limited to strikes, lockout, civil commotion, riot insurrection, hostilities, mobilization, war, fire, flood, earthquake, malicious damage or accidents could entitle contractor to extension time. Any such delay should be intimated within 10 (ten) days from the beginning of such delay to consider/approved, any claim without prior information may not be considered under force Majeure.

1.5.30 SETTLEMENT OF DISPUTE AND ARBITRATION:-

Any dispute arising out of the contract will be first settled bilaterally between AEGCL and Contractor. In case, dispute cannot be settled bilaterally, it will be referred to arbitration. The contractor shall not stop the work during settlement of any dispute. All disputes shall be subjected to the jurisdiction of District Court of respective District of work.

1.5.31 ACCEPTANCE AND TAKE OVER:-

When the term of contract shall be fully complied with completing all works as per approved drawing and technical specifications to the satisfaction of the Department for a period as applicable, the Contractor/Firm shall have to submit Performance Certificate to the office of the undersigned after the satisfactory completion of the work through the executing authority for finalization of the work/payment as well as for the final acceptance and taking over the completed work and to issue the necessary certificate thereof.

1.6.0 WORK SCHEDULE.

1.6.1 SITE HAND OVER:-

- i. Handing over of the works it will be done in presence of Project Manager or its authorized representative, Resident Engineer, site engineer and contractor or its authorized representative.
- ii. The contractor has to submit the list of manpower along with contact numbers to be engaged for the work to the Project Manager.
- iii. The date of site handing over to be noted on the Site register duly signed by the Project Manager or its authorized representative, Resident Engineer, site engineer and contractor or its authorized representative.

1.6.2 WORK COMMENCEMENT:-

The work should be started only after having the following documents.

- i. Work order
- ii. Site Register
- iii. Measurement Book
- iv. Drawings
- v. Specifications of item & schedule of Quantity
- vi. Approved Material

1.6.3 SITE REGISTER:-

- i. It will be issued along with the work order.

- ii. It will be the responsibility of the Contractor to record and update the site register with details of Day-to-Day activities and other details countersigned with seal by AEGCL.
- iii. The days on which no work is carried out should be recorded in the site register with proper justification.
- iv. Any instruction by AEGCL officials during site visit must be noted properly and should be jointly signed by the official and the contractor or its authorised representative.
- v. In case of any disagreement, the Contractor must notify AEGCL in written.
- vi. Any deviation in works must be properly noted in the site register by the Contractor along with proper justification for it.
- vii. Progress report along with work completion percentage must be prepared by the Contractor on the basis of site register log and has to be submitted to AEGCL on 1st and 16th date of the month.
- viii. Site register shall be verified from time to time by the Site In-charge and any anomalies found will be forwarded to higher authorities in written by the Site In-charge.

1.6.4 WORKING PROCEDURE:

- i. All materials must be procured only after verification and approved at store by AEGCL or any authorised representative.
- ii. Any materials bought to the site of work without approval from AEGCL, those materials will not be accepted and cannot be used in carrying out the work.
- iii. All the work must be carried out as per the directions of AEGCL and no deviation from the directions shall be allowed under any circumstances. In case of inevitable discourse, the contractor must get the deviation approved from the AEGCL.

Appendix-1

COVERING LETTER (ON THE BIDDERS LETTER HEAD)

To,
The Deputy General Manager,
T&T Circle, AEGCL,
Dibrugarh.

Sub: Submission of Tender.

Ref: -

1. NIT No:
2. Name of work:-

Sir/Madam,

Having examined the terms & conditions, technical specifications, detailed items of work etc.as well as acquainting myself/ourselves with site of work, surroundings to get the required materials etc. I am/we are to submit herewith my/our tender for the above mentioned work. My/our rates are quoted as per the specification laid down in the schedule of items of work.

I /We clearly understand that all materials, tools and plants, machineries, labours, testing of material, storage, haulage etc. required in the work shall have to be arranged by me/us from my/our own resources in the events of allotment of the work to me/us.

I /We also clearly understand that in the event of acceptance/approved of my/our tender, the work shall have to be executed strictly as per specifications and the same shall have to be completed in all respects within the stipulated time failing which I am/We are liable to be penalized as per rules laid down in Tender document as well as agreement thereof.

Yours faithfully,

Signature_____in the capacity of_____duly authorized to sign bids for and on behalf of

Address

PROFILE OF THE BIDDER

Sl. No.	Particulars	To be filled by Bidder
a)	Name of the Bidder	
b)	Registration with Memorandum of Association	
c)	PAN	
d)	GSTR registration number	
e)	Labour License registration	
f)	Electrical License registration	
g)	Income Tax Clearance Certificate	
h)	Bank Solvency Certificate	
i)	Date of Establishment/Incorporation	
j)	Postal Address	
	House No.	
	Lane	
	Street	
	Town/Village	
	Post Office	
	P.S.	
	District	
	Pin code	
k)	Telephone Number	
	MobileNo.	
	E-Mail Address	
	Website	
l)	Name(s) of the Owners/Directors/Partners	
m)	Name of the Banker with address and Telephone Number	
n)	Contact Person Details (Furnish here name of that person with Whom AEGCL may get in touch for more information or clarifications)	Name:- Designation:- Mobile Number: Email: Address:-

Appendix-3

WORK EXPERIENCE OF THE BIDDER

Following documents to be uploaded with Techno-Commercial Bid

In order to techno-commercially qualify for this Bid, the bidders have to submit required nos. of work order along with Performance certificate for similar nature of work executed within last 7 (five) years at any Govt. Deptt., PSU etc. of value not less than Rs.....

If the nature of work and value differs from the above stated conditions, it will not be considered while evaluation of technical qualification.

Sl. No.	Name of work	Nature of Work	Executed Amount	Starting Date	Completion Date
a)					
b)					
c)					
d)					

NB:-The Bidder may prepare extra sheet if required

Appendix-4

FINANCIAL QUALIFICATIONS

Following documents to be submitted with Techno-Commercial Bid (Envelope-1)

In order to techno-commercially qualify for this Bid, the bidders have to submit annual audit report for last 3 (Three) years. As per the guidelines laid down in clause no (A) **i.e.(ELIGIBILITY QUALIFICATION) 4. i.e. (FINANCIAL QUALIFICATION).**

	Financial Qualifications:
a)	Minimum average annual turnover of _____calculated as total certified payments received for contracts in progress or completed. ₹
b)	Minimum cash flow of _____showing financial resources such as liquid assets unencumbered real assets, line of credit and other financial means. Bank solvency certificate to be submitted.

Appendix 5

Bid Security/Bank Guarantee

(To be stamped in accordance with Stamp Act)

(The Non-Judicial Stamp Paper should be in the name of issuing Bank)

..... **Bank's Name and Address of Issuing Branch and Office**.....

Beneficiary:.....

Name and Address of Purchaser

Date:

Bid Security No.:

We have been informed that.....**Name of Bidder**.....(Here in after called " the Bidder") has submitted to You its bid dated(Here in after called "the Bid") for the execution of....**Name & Identification No of Bid**.... Under Invitation for Bid No("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we **.Name of Bank** Hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount **Amount in figures** (.... **Amount in words**) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
 - (b) does not accept the correction of errors in accordance with the Instruction to Bidders (here in after "the ITB"); or
 - (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,
- (i) fails or refuses to execute the Contract Agreement, or(ii)fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and(b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

.. . . . **Bank's Seal and authorized signature(s)**... ..

Note: All italicized text is for use in preparing this form and shall be deleted from the final document

Appendix-6

Price Bid

Rates should be quoted Exclusive of GST

BOQ as uploaded