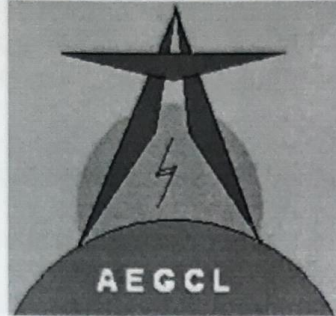


ASSAM ELECTRICITY GRID CORPORATION LIMITED
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**TERMS, CONDITIONS AND TECHNICAL SPECIFICATIONS OF CONTRACT
WITH ITEM RATE SCHEDULE**

NIT No:-AEGCL/DGM/MIRZA/T&T/Tech-12/2022/18; Dated: 01/11/2022

**Bidding Document
For**

Muffling of 18 towers(72 legs) in 132kV Mirza-Azara Transmission line,AEGCL.

**DEPUTY GENERAL MANAGER
MIRZA T&T CIRCLE
AEGCL, MIRZA**

Tender Fee:-₹1,000/-
EMD :-₹ 15,000/-
DD/BC/FD/BG in favour of AEGCL payable at Guwahati.

For and on behalf of the **Managing Director, Assam Electricity Grid Corporation Limited (AEGCL), the Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza-781125** invites tender from reputed Civil Engineering firm/Contractor for the above work. A single stage two envelope procedure (Techno-Commercial and Price Bid) will be adopted for this tender.

1.0 INFORMATION TO BIDDER:

1. NAME OF WORK:- **Muffling of 18 towers(72 legs) in 132kV Mirza-Azara Transmission line, AEGCL.**
2. LOCATION OF WORK:- **132kV Mirza-Azara Transmission Line.**
3. TENDER ADDRESS:- **O/o the Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza 781125**
4. BID SECURITY: **Rs. 15,000/-**
5. TIME OF COMPLETION: **90 days from the date of handover of site.**

2.0 BIDDING PROCEDURE:-

- a) All tenders shall have to be submitted in prescribed forms attached herewith eventually to be drawn up in the rules of AEGCL.
- b) Two different envelopes to be used as follows.

Envelope-1: Bid document signed by bidder on all pages, Earnest Money, Techno-commercial data of the Bidder and other necessary documents must be enclosed.

Envelope-2: Price Bid

- c) All tenders shall have to be submitted under sealed & signed covers super-scribing the Tender Notice No and name of the work completely and clearly on the top of the cover.
- d) All tenders shall have to be submitted on or before the last date and time of submission of tenders either by post or in person.
- e) If Bidders desire to submit their Bid by post, at their own expenses, it should be posted well in advance so as to ensure that their tenders reach the office of the tendering address on or before the specified date and time of submission of tender. AEGCL will not take any responsibility for loss, damage, tempering or delay of tenders sent by post.
- f) Bidder submitting Bid in person should submit their Bid in the tender box during the working hours on the last date and time of submission of tender.
- g) Tender will be rejected if submitted beyond the aforesaid time and date.
- h) Tenders or their authorized representatives may remain present during the opening of the tenders.
- i) Only Price Bid of responsive Techno-Commercial Bidders will be opened.
- j) AEGCL has the right to cancel the tender at any moment, without assigning any reason thereof. Bidder will not be entitled to claim any expenses and AEGCL will not be responsible for any costs or expenses incurred on the preparation and submission of the Bids.
- k) Bidders may obtain further information from the office of the Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza-781125 For the purpose of preparation of their bid.

3.0 Key Dates:

Tender Start Date	15.00 Hrs. of	01/11/2022
Tender End Date	11.00 Hrs. of	21/11/2022
Tender Opening Date	12.00 Hrs. of	21/11/2022

4.0 Validity of Bids

4.1. Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by AEGCL. In exceptional circumstances, prior to the expiration of the bid validity period, AEGCL may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security shall also be extended for a corresponding period. Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

5.0 Bid Security:

5.1. All bids must be accompanied by a bid security amounting to ₹ 15,000.00 only in the form of Call Deposit/Demand Draft/Banker Cheque from any Nationalised Bank payable at Guwahati in favour of the AEGCL.

5.2. Scanned copy of the bid security must be submitted with the Technical Proposal. However, the original EMD document must be submitted in the O/o the Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza 781125 one hour before opening of the bid. Bid security shall have to be valid for 90 days beyond the validity of Bid.

5.3. 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.

5.4. The bid security of unsuccessful Bidders shall be returned as promptly as possible after the successful bidder has been allotted the work.

5.5. The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder.
- 5.6. The Bid Security of a JV shall be in the name of the JV that submits the bid.

6.0 Eligible Bidders

6.1. A Bidder may be a private entity or a government-owned entity or any combination of such entities 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 (JV). In the case of a JV:

a) all partners shall be jointly and severally liable, and

6.2. the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

6.3. A Bidder, and all partners constituting the 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. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

6.4. 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.

Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) they have controlling partners in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.

6.5. A firm that is under a declaration of ineligibility by the AEGCL or any Government Entity or PSU at the date of the deadline for bid submission or thereafter i.e. on or before contract signing date shall be disqualified.

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

7.0 The Bidder must have experience of executing work of similar nature previously. The bidder must submit experience and completion certificate for scrutiny by AEGCL.

7.1 A person, Firm or any other prospective bidder who is involved in fraud, unethical practices or barred from submitting bids by AEGCL or any sister concerns of AEGCL i.e. APDCL & APGCL will not be allowed to participate in the bids. If such cases are detected after submission of the bids, in later stages of the bidding process, then such bids will be rejected outright.

8.0 Financial Capability:

8.1. Bidder will require to submit along with the bid the audited balance sheets, IT return and other legal financial statements acceptable to AEGCL, for the last 3 (three) years to demonstrate the current soundness of the Bidders financial position and its prospective long term profitability. As a minimum, an Applicant's net worth calculated as the difference between total assets and total liabilities should be positive.

8.2. **Average Annual Turnover.** Minimum average annual turnover required are as follows and will be calculated as total certified payments received for contracts in progress or completed within the last 3 (Three) Years.

(a) **INR 2,00,000.00**

9.0 Experience:

9.1. The Bidder should have successfully completed similar works within last 5 (five) financial years. Documentary evidence such as work order, completion certificate, etc should be submitted as per the below mentioned criteria.

(a) Three similar works of atleast Rs. 2,64,000.00 each.

OR

(b) Two similar works of atleast Rs. 3,30,000.00 each.

OR

(c) One similar work of atleast Rs. 5,28,000.00.

9.2. a. List of contracts for similar Works and services executed in the past five years with copies of LoAs and execution status of each contract supported by client's certificate.

b. Audited Annual Accounts certified by CA of the company for the last three (3) years and IT Return duly acknowledged by the tax department for the last three (3) years.

c. Copies of PAN and/or TAN Card, Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws.

9.3. Mandatory Submission, failing of any may led to rejection of BID.

MANDATORY CERTIFICATES

1. GST TAX REGISTRATION CERTIFICATE
2. UP-TO-DATE GST RETURN
3. PAN
4. LAST 3 YEARS IT RETURN
5. LAST 3 YEARS ANNUAL TURNOVER
6. LABOUR LICENCE
7. EPF OR ESIC
8. WORK ORDER OF SIMILAR NATURE AS PER CLAUSE NO.9.1

10.0 Clarification on Bid Documents and Contacting AEGCL

10.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the AEGCL in writing at the AEGCL's address(O/o the Deputy General Manager, Mirza T&T Circle,AEGCL,Mirza-781125) and raise his enquiries prior to 3 (three) days of closing of the bid. The Employer will respond to any request for clarification, provided that such request is received no later than three (3) days prior to the deadline for submission of bids. The AEGCL's response shall be in writing with copies to all Bidders who have acquired the Bidding Document including a description of the inquiry but without identifying its source. Should AEGCL deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so.

10.2. 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 for the provision of plant and services. The costs of visiting the site shall be at the Bidder's own expense.

10.3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and 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.

11.0 Amendment of Bidding Document

11.1. At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.

11.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from AEGCL.

11.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, AEGCL may, at its discretion, extend the deadline for the submission of bids.

12.0 Preparation of Bids By The Bidders:

12.1. 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.

12.2. Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and AEGCL, shall be written in the English and / or Assamese language.

12.3. Bid Prices and Discounts

12.3.1. Bidders shall quote price inclusive of GST and all other applicable taxes.

12.3.2. Unless otherwise specified in the Bid Document and/or AEGCL's Requirements, bidders shall quote for the entire plant and services on a —single responsibilityI 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 and subcontracting (if any), delivery, construction, installation and completion of the Work. 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.

12.3.3. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.

12.3.4. GST, Royalty and all other taxes (as applicable) payable on the work should be shown separately.

12.3.5. Since the work is being "work contract" which is one and individual and which involves no separate contract for the sale of materials, the contractor shall have not be entitled to get any VAT and or any other taxes, levies reimbursed from the AEGCL for the supply of the materials.

12.3.6. Taxes like work contract, income tax etc. which need to be deducted at source as per the prevailing law of the land, will be deducted at source.

12.3.7. **The prices shall be FIXED & FIRM.**

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. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

13.0 Evaluation Criteria of Bid Proposals:

13.1 Techno-Commercial Evaluation will be done on the basis of Work experience and Financial Capability submitted by the bidder.

13.2 Price Bid of only **Responsive and Qualified Techno-Commercial Bidders** will be opened.

14.0 Correction of errors in the price bid:

14.1 **Arithmetical Error**, if observed while in Price Bid evaluation, the same will only be corrected.

Arithmetical errors in the price bid will be rectified on the following basis:

- (a) If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of AEGCL there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
- (b) The amount stated in the price bid will be adjusted by AEGCL in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.

15.0 Bid Evaluation Process for Abnormally Low Bids(ALB) :

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 statistical 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, potentially 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)and10.b).(ii) whichever is applicable.
 - (ii) Clarify and analyse the bidders resource in puts and pricing, including overheads, contingencies and profit margins. In that respect committee may seek the reference of the guide lines of World Bank, AIIB, ADB etc.
 - (iii) Decide whether to accept or reject the tender.

(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 contract value.
- (ii) The additional performance security shall be treated as part of the original performance security and shall be valid for a period co extensive 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.

16. Award

16.1 AEGCL will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents provided and such bidder has been determined to be qualified in accordance with the provisions of clause 9 & 10.

17. Employer's Right to accept any Bid and to reject any or all Bids.

- a. AEGCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for AEGCL's action. AEGCL is not bound to accept the offer of the lowest bidder.

18. Notification of Award

- a. Prior to expiration of the period of bid validity prescribed by AEGCL. AEGCL will notify the successful bidder by email, confirmed by letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which AEGCL will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions and in the Conditions of Contract called "the Contract called "the Contract Price").
- b. The notification of award will constitute the formation of the Contract.

19. Signing of Contract Agreement

- a. At the same time that it notifies the successful bidder that its bid has been accepted, AEGCL will send the bidder the Form of Contract Agreement incorporating all agreements between the parties.
- b. Within 15(Fifteen) days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to AEGCL.

20. Corrupt or Fraudulent Practices

- a. It is required that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of the contracts. In Pursuance of this Clause AEGCL;
- a. Defines, for the purposes of this provision, the terms set for the below as follows:
 - I. "corrupt practice" means behavior on the part of officials in the public or private sectors by which the improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such officials in the procurement process or in contract execution; and
 - II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- b. Will reject a proposal for award if it determines that the bidder for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by AEGCL if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

21.0 Negotiation with successful bidder:

The AEGCL reserve the right to hold negotiations with bidder who should be lowest, valid, eligible and technically acceptable tenderer considered for award of contract directly if the rates were not unreasonably high.

22.0 Materials of Construction:

12.4. The Bidder should confirm that the materials of construction will be as blow:

- (a) Cement Dalmia, Lafarge, Ultra Tech, Ambuja or approved brand of manufacture as per specification confirming to IS 269, 1970. (Cement grade to be specified as per the instance of work). The grade of cement shall not be less than M 20.
- (b) Reinforcement bars conforming to relevant IS Code for RCC works, (TMT bar).
- (c) Prior approval from Engineer-in-charge or his authorized representatives shall have to be obtained for utilization of cement/steel brought to the site.
- (d) Purchased documents of cement/steel shall have to be produced and kept in record in the contractor bill.
- (e) The cement/steel purchased from the authorised dealer of local market may be allowed to use after checking the quality.
- (f) Prior to construction BLOCK TEST is to be carried out and in case of any deviation from standard practice any work done will be rejected and the contractor will have to reconstruct at his / their cost and labour.

23.0 PERT Chart and/or BAR Chart:

The successful bidder within 10 (ten) days before the contract is awarded will make out a detailed PERT Chart covering all activities along with detailed program chart on accepted scheme indicating various stages of execution, method of execution and completion of work in different stages keeping the period of completion in view and submit the same to the Engineer for the consideration and approval.

24.0 Site Facility

a. AEGCL will not provide any accommodation at the work site for the contractor and their field personnel. The same have to be arranged by the Bidder/Firm from their own. The contractor shall provide Medical/Hygienic facilities to the personnel engaged by them. 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 the AEGCL may provide free site for labour camp, construction of yard etc close to site of work. No assurance can be given regarding the vulnerability of AEGCL's land given for use to the Bidder to flooding during high floods. The AEGCL undertakes no responsibility or liability in this regard. The bidder shall make his own arrangement for arranging power supply as may be required for work. The 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.

b. 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

25. 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 land.

26. Warranty:

The term period of warranty shall mean the period of 18 months from the date of Taking Over of the Work by AEGCL. A Taking over Certificate (TOC) will be issued by the appropriate authority.

27. Safety:

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. As the contract is Turnkey in nature hence AEGCL will not bear any responsibility towards such claim.

28. Pollution:

Each and every measure should be taken to adhere to the standard norms to avert any occasion of Air Pollution, Water Pollution, Soil Pollution and Sound Pollution. In case of any deviation leading to any legal action the Contractor will be solely responsible without any prejudice.

29. Payment Terms:

A. As per AEGCL's General Conditions of Supply and Erection 2009. The pdf could be downloaded from www.aegcl.co.in.

30. Performance Security Deposit:

(a). Within 15 (fifteen) days of receipt of the notification of award from AEGCL, a performance security of 10% of total contract value of the work in the form of Bank Guarantee (BG) from a nationalized or scheduled Bank of RBI for a period of 12 (Twelve) months from the date of completion of work is to be submitted. Moreover, before one month (i.e. 30 days) of expiry of the BG, renewal is to be done by the contractor if required, otherwise revocation would be done by AEGCL within claim period. BG is to be submitted strictly as per prescribed format of the AEGCL. BG should be duly pledged in favour of the MD AEGCL, and such security deposit shall be valid up to 30 days beyond the warranty period of 12 (twelve) months.

(b). In case the bidder fails to submit the Performance Security in the form of Bank Guarantee, an amount equivalent to 10% of the Contract Price shall be retained as Security Deposits which shall be retained up to 12(twelve) months from the date of completion of work.

(c). If the bidder / 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). No interest shall be payable on such deposits.

31.0 Terms of Payment

The terms of payment for the work shall be as follows;

- a) No advance payment shall be made in this contract.
- b) No claim for interest shall be entertained by AEGCL.
- c) The price is firm and no price variation shall be applicable.
- d) 100% payment with 100%GST shall be released against receipt of materials in full and good condition at site.

32.0 Extension of time

If the completion of the work is delayed due to reason beyond the control of the contractor, the contractor should without delay give notice to AEGCL within 7 (seven) days in writing of his claim for an extension of time. The AEGCL may extend the completion date as may be reasonable but without prejudice to other terms and conditions of the contract.

33.0 Penalty for delayed execution

In the event of delay in completing the work extending beyond the date of completion or beyond the extended date, if any, permitted by AEGCL, the contractor shall pay as agreed liquidated damage and not as a penalty a sum equal to 1% of the contract price under this contract for each week of delay or part thereof subject to a maximum of 10% of the contract price.

34.0 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 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.

35.0 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 to be by an arbitrator appointed by AEGCL. The contractor shall not stop the work during settlement of any dispute. All disputes shall be subjected to the jurisdiction of District Court of Kamrup District.

36.0 Final Acceptance and Taking 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 completion 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.

37.0 Performance Guarantee / Defect Liability Period:

The supply materials is to be guaranteed against defective design, bad workmanship, etc and for satisfactory performance during the complete warranty period and the period of 18 months from the date of final acceptance of the completed work.

38.0 Scope of Work: The scope of work under this contract consists of providing of all labours, materials, scaffolding, equipment and plants and transportation of all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work. The scope of work covered by this specification is primarily complete civil works.

c. Excavation for Structures:

- i. Pits trenches for foundation and trenches and other structures shall be taken out to the levels and dimensions shown on the approved drawings or to such other levels and dimensions as the Engineer-in-charge may direct. The bottom of all excavations shall be carefully levelled and stopped on benches as directed by the Engineer. Any pocket of soft or loose materials and fissures in the bottom pits and trenches shall be removed and the cavities so formed filled or grouted with concrete as directed by Engineer-in-charge. When any excavation has been done and trimmed to the required levels and dimensions, the Engineer-in-charge shall be informed accordingly so that he may inspect the complete pit or trench and no excavation shall be filled in and covered with concrete until it has been inspected and the contractor has been authorized to proceed with work. All surplus excavation not required for refilling shall be deposited in embankments, or otherwise disposed off as directed. The work shall include all necessary sheeting, shoring, bracing, drawing and pumping out water, removal of all logs, stumps, grabs and other deleterious matters, obstructions, necessary for placing the foundations.
- ii. When required by the Engineer-in-charge, materials in the last 500mm of depth of the excavations shall not be removed until immediately before the concrete is to be placed.

iii. All excavation for structures shall generally be as small as practicable, consistent with the proper construction of work. Any excavation taken out to a greater depth than that required shall be back filled with concrete of the foundation grade at the cost of the contractor.

iv. Where water is met with during excavation due to stream flow, seepage, springs, rain or other reasons, the contractor shall take adequate measures such as bailing, pumping, constructing diversion channel, drainage channel, ponds and other necessary works to keep the foundation trenches dry and other necessary and to protect the green concrete against damage by eruption or sudden rising of water level. Approval of the Engineer-in-charge to any method adopted for the adequacy of dewatering and protection arrangements and for the sound safety of the work shall be required.

v. Refilling of foundation pits and trenches shall be carried out only after the foundation and structure works within the excavation have been inspected and approved by the Engineer-in-charge. Unless otherwise directed by the Engineer-in-charge all fillings shall consist of approved materials. All space between foundation concrete and the sides of excavation shall be refilled to the original surface using approved plant, in single layers not exceeding 250mm loose thickness which shall be watered and completed to a dry density not less than that of the adjoining soil strata. Timber sheeting and other excavation support shall be carefully removed as the filling proceeds but the removal of such supports will not relieve the contractor of his responsibility for the stability of the works.

vi. Test Block will be submitted by the contractor for Testing. Testing fees will be deducted from the subsequent Invoice of the Contractor. In case of failure of Test Block during the Test. The work carried out will be rejected and contractor will have to reconstruct at his / their cost and labour without any prejudice.

d. Form Work:

The term form work includes all temporary or permanent form essential for forming the concrete, together with all temporary construction props, bracings required for the support.

i. Forms for concrete shall be made of either metal or timber suitably lined and of substantial and rigid construction true to shape, alignment and dimensions as shown on the approved drawings.

ii. Forms shall be mortar tight and shall be made sufficiently rigid by the use of ties and bracings to prevent any displacement, deflection or movement of any kind. They shall be strong enough to withstand of the construction, all pressure, ramming and vibration, movement of persons, materials and plant during and after placing the concrete. Special measures shall be taken to ensure that the form work does not hinder the shrinkage of concrete because without this cracking could occur before the form work is removed.

iii. When the Forms are ready for commencing concreting, the contractor shall inform the Engineer-in-charge or his representative to inspect and accept the forms as to their strength, alignment and general fitness. Being satisfied with the form work Engineer-in-charge then may allow the contractor for pouring concrete but safety of men, machinery, materials and for result obtained.

e. Workability of Concrete:

Optimum quantity of water shall be mixed just to produce a design concrete of required workability. Workability shall be such that the concrete surrounds and properly grips all reinforcement. The degree of consistency, which shall depend upon nature of work and method of vibration of concrete shall be determined by regular slump tests to be carried out by the contractor at his cost. Usually for mass concrete in RCC works where vibrations are used the slumps shall be within 10mm to 25mm. the frequency of such tests and the natures of slumps shall be maintained within the limits specified by the Engineer-in-charge. The Engineer-in-charge also reserves the right to carry out slump tests independently at his own discretion.

(i) Cement shall have to be weighed from bulk stocks at site and not by bags, it shall be weighed separately from the aggregates.

(ii) Water shall either be measured by volume in calibrated buckets or weighed. All necessary equipment shall be maintained in a clean and serviceable condition. Their accuracy shall be periodically checked.

(iii) To maintain the specified water cement ratio constant and at its correct value, moisture contents in both fine and coarse aggregates shall be determined with reference to IS: 2386 (Part-III) and amount of mixing water shall then be adjusted suitably.

i. Mixing Concrete:

(i) All concrete shall be mixed at site in a drum type mechanical mixer in first class working condition. Mixing shall be continued till materials are uniformly distributed and an uniform colour of the entire mass is obtained and each individual particle of the coarse aggregate shows complete coating of cement mortar. The mixing shall in no case be less than 2 minutes after all the ingredients have been put into the mixer.

(ii) Mixer which has been out of use for more than 30 minutes shall be thoroughly cleaned before putting in a new batch. Mixing plant shall be thoroughly cleaned before and after use. A standby mixing plan equivalent to that in use shall be provided and maintained ready for immediate use during any break down.

ii. Construction Joints:

(i) All construction joints horizontal or vertical shall be at predetermined position according to approved drawing or as directed by the Engineer-in-charge. Prior to commencement of fresh concreting over any construction joint which has set but hardened, the removal of laitance and roughening shall be done by wire brushing and washing and care shall be taken to avoid dislodgement of coarse aggregates.

(ii) At construction joints where the concrete has hard, any skin or laitance shall be thoroughly hacked, swept cleaned and washed with clean fresh water. The surplus water shall be removed immediately before depositing fresh, concrete. The neat cement, grout shall be followed by 13mm thick layer of cement mortar of same proportion as in concrete and the concreting resumed immediately

thereafter. The first batch of fresh concrete shall be forced hard on to the mortar layer and the set faces, angles and corners by means of compacting tools, vibrators etc. and the damping effect on vibration in such position shall be allowed for.

- (iii) Construction joints shall be avoided as far as possible in case of structure, especially at tensile zones. Where unavoidable, concreting shall be carried out continuously up to such joints which shall preferably be transverse to the line of main compression. However, in all cases, the position of construction joints shall be predetermined and got approved by the Engineer-in-charge.

iii. Reinforcements:

- (i) All reinforcement shall be cleaned thoroughly by removing loose scales, oil, grease or other deleterious materials. The contractor shall obtain the approval of the Engineer-in-charge or his representative to the reinforcement when fixed in position before any concrete is deposited in the forms.
- (ii) Bars shall be bent cold or straightened in a manner to the satisfaction of the Engineer-in-charge or his representative. Bars bent during transport or handling shall be straightened before using on work. They shall not be heated to facilities bending. Welding shall be done as per latest IS Code of practice.
- (iii) Placing and maintenance of reinforcement in position.
- a) All reinforcement bars shall be cut and standard hooks for MS rounds made at ends and accurately placed in position as shown on the approved drawings and shall be securely held in position before and during concreting by annealed binding wires used for binding the reinforcement shall be approved quality soft annealed iron wire not less than 1 mm (18SWG) size, conforming to IS:280.
- b) As far as possible, bars of full length shall be used. Where bars are required or permitted to be lapped by the Engineer-in-charge, or his representative, the over laps shall be staggered for different bars and located at points, along the span where neither nor bending moment is maximum. The concrete measured over the reinforcing bars shall be in accordance with the approved drawings.

iv. Weep Holes:

- (i) Sufficient Nos of weep holes including provision of Asbestos pipes (in the weep hole portion only) in abutments, wing and return walls is to be provided as directed by the Engineer-in-charge with contractors own labour, materials etc. No extra payments will be admissible for provision of the weep holes in RCC/Brick compound boundary wall and no deduction from quantity of concrete/Brick work shall be made for weep holes.

39.0 Additional Works If Any:

The bidder shall, when order in writing by the concerned authority, perform extra work and furnish extra materials not required by the invitation or included in the 'Bill of quantities', but forming an inseparable part of the work concerned. For extra work and materials will ordinarily be paid for the lump sum or unit price/rates stated in the order. Whenever in the judgment of the concerned authority, it is impracticable, because of the nature of the work or for any other reason to otherwise fixed the price/rate in order, the extra work and materials shall be paid for on the basis of actual necessary cost plus overhead and profit allowances as indicated here under.

The actual necessary cost will include:-

- (a) Market value of the materials utilized in the extra work, excluding taxes and duties, if any. Taxes will be dealt separately.
- (b) Actual cost of handling and transportation of materials, wherever applicable.
- (c) Direct labour charges.
- (d) A reasonable allowances for the use of contractors plants and equipment, where required.
- (e) The actual charges of facility like electricity etc. where required.
- (f) Further overhead and supervision charges will be allowed @ 10% on the sum of (a) to (e) and a profit will be allowed @ 10% on the sum of (a) to (e). In case any materials or a part is furnished by the department no overhead and profit will be allowed on the value of such materials or parts.

Note: Prior to concreting work the existing structure (i.e. leg) should be demolish upto a depth of 150 mm (max) by mechanical or manual means. After cleaning the surface cement slurry should be sprayed and concreting (having mix proportion of 1 : 1.5 : 3) may started after proper arrangement of formwork. If the tower leg found heavily rusted already, it should be replaced (Leg member will be supplied by department) prior to muffling work. Otherwise after cleaning the leg member with iron brush proper anti corrosive paint should be sprayed and then only casting will be allowed. At the same time after concreting work a copping should be provided at every leg so that water can easily drain out.

40.0 Plea of Custom:

- (a) The plea of "Custom" prevailing will not on any account be permitted as an excuse for infringement of any of the conditions of contract or specifications.
- (b) The contract shall not be vitiated by any inadvertent omissions of any kind in the surveys, information, specifications, drawings or schedule of quantities.

41.0 Right to Reject:

The AEGCL reserves the right to reject any or all the bids without assigning any reason thereof and the AEGCL further reserves the right to split up the work order in favour of more than one Contractor. The 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 document (bid) 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 under Acts, Rules and Policies.

Appendix-1

COVERING LETTER (ON THE BIDDERS LETTER HEAD)

To,

The Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza

Sub: Submission of Tender.

Ref:-

1. NITNo:-
2. Nameofwork:-
- 3.

Sir,

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 here with 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.

**Appendix-2
PROFILE OF THE BIDDER**

Hard copy of the following documents to be submitted with Techno-Commercial Bid.

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