ASSAM ELECTRICITY GRID CORPORATION LIMITED

Regd. Office: 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati – 781001
CIN: U40101AS2003SGC007238
Ph:- 0361-2739520/Fax:-0361-2739513 Web: www.aegcl.co.in

BID IDENTIFICATION No:- AEGCL/DGM/ MIRZA /T&T/Tech-12/2023/08 ; Dated: 05/09/2023

Bidding Document

For

1. **Construction of switchyard main road with side drain (both side)at 220kV Agia GSS**
2. **Construction of new security barrack at 220kV Boko GSS, AEGCL**

DEPUTY GENERAL MANAGER
MIRZA T&T CIRCLE, AEGCL
MIRZA, PIN-781125

O/o The DGM Mirza T & T Circle, AEGCL Mirza-781125 Date 05/09/23 NIC 08

Bidder's Signature & Seal

SECTION - 1

INSTRUCTION TO BIDDER

1.1.0 INTRODUCTION:-

1.1.1 The **Deputy General Manager, Mirza T&T Circle, AEGCL** on behalf of Assam Electricity Grid Corporation Ltd, hereinafter referred to as AEGCL or Purchaser invites sealed e-tenders in prescribed form, from reputed engineering firms/ contractors having sound technical and financial capabilities for the following work. A single stage two envelope e-bids (**Techno-Commercial and Price Bid**) will be adopted for this tender.

a) **Name of Work :**
   1. **Construction of switchyard main road with side drain (both side) at 220kV Agia GSS, AEGCL**
   2. **Construction of new security barrack at 220kV Boko GSS, AEGCL**

b) **Estimated Value for Work :- Rs. 29,51,426.00 (Rupees Twenty Nine lakh Fifty One Thousand Four Hundred and Twenty Six) only including taxes.**

c) **Fund: O&M HQ (LAR) fund for FY 2023-24**

d) **Key Dates: Refer to NIT.**

e) **Bidding address :-**
O/o The Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza, Pin 781125

f) **Tender Paper Cost and Mode of Payment::-**

i. The bidder shall bear all costs associated with the preparation and submission of its bid and AEGCL will in no case be responsible or liable for those costs.

ii. The cost of the tender paper is **Rs. 1000/- (Rupees One Thousand Only)** to be pledged in favour of **"AEGCL, Guwahati"** via online mode in the Assam e-tender portal - https://assamtenders.gov.in.

g) **Bidding procedure :-**

i. The bidders must register themselves at https://assamtenders.gov.in as per the guidelines laid in the website.

ii. The bidders have to submit scanned copies of all the relevant documents through the e-Tender Portal.

iii. The bid must be submitted online through e-tendering portal https://assamtenders.gov.in.

iv. Bidders may obtain further information from the office of the Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza,Pin 781125 Assam [e-mail: dgmttc.mirza@aegcl.co.in ; Web site: www.aegcl.co.in]

v. To participate in the tender the interested bidders may visit www.aegcl.co.in or https://assamtenders.gov.in for all the relevant documents and information required to participate in the tender.

1.2.0 SCOPE OF WORK :-

1.2.1 The major scopes of work are as follows:-

a) Cleaning and clearing of existing road surface
b) Granular Sub-base with Well Graded Material: Supplying and stacking at site.
c) Laying, spreading and compacting stone aggregate
d) Prime Coat : (Medium Porosity)
e) Tack Coat
f) Bituminous Macadam
g) Seal Coat
h) Side drain (Both Side)

Details are clearly available in the BoQ(prices).

1.3.0 TIME SCHEDULE:

The successful bidder shall have to complete the works within **3 (three) months from the date of site handover.** Bidder must submit a completion schedule bar chart for activities to complete the work within this time schedule.

O/o The DGM, Mirza T & T Circle, AEGCL, Mirza-781125 Date 5/7/23 No... 8

Bidder's Signature & Seal

1.4.0 ELIGIBILITY CRITERIA

1.4.1 Bidder may be a private entity or a government-owned entity.

1.4.2 **No joint venture, consortium or association will be allowed in the bidding process.**

1.4.3 A Bidder, and all partners constituting the Bidder, shall have Indian nationality.

1.4.4 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: -

(i) they have controlling partners in common;

(ii) they receive or have received any direct or indirect subsidy from any of them; or (iii). they have the same legal representative for purposes of this bid; or

(iii) 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

(iv) 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.

1.4.5 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.

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

1.4.7 The bidder must have experience of the execution of work of similar nature previously. The bidder must submit experience and Performance Certificate for scrutiny by AEGCL.

1.4.8 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

1.4.9 To be qualified for the bid the bidder must compulsorily meet the following minimum criteria;

I. TECHNICAL CAPABILITY

i. Bidder must establish the experience as a single contractor or as a lead partner of a JV. Bidder must have experience having completed similar nature of works previously in AEGCL or any other govt. organization/PSU during the last 5 years ending last day of the month previous to the one in which applications are invited should be either of the following:

a) ***Three completed similar works*** costing not less than an amount equal to ***Rs. 11,80,570.00, or***

b) ***Two completed similar works*** costing not less than an amount equal to ***Rs. 14,75,713.00, or***

c) ***One completed similar works*** costing not less than an amount equal to ***Rs. 23,61,140.00***

Note: The nature of works should be clearly defined. The bidder must submit experience and completion/performance certificate for scrutiny by AEGCL. In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the Project.

ii. **Participation as Joint Venture/Consortium is not allowed for this bid.**

II. PERSONNEL CAPABILITY

The Bidder must have suitably qualified personnel to fill positions required for contract implementations. The Bidder will supply information of the key personnel, design & engineering staff, support staff, field staff giving details of experience in similar nature of works in Transmission line and an alternate staff who meet the following minimum experience requirements.

O/o The DGM, Mirza T & T Circle, AEGCL, Mirza-781125
Date 5/9/23
No. 8

Bidder's Signature & Seal

III. **FINANCIAL CAPABILTY**

a) The Bidder should demonstrate that he has access to, or has available, liquid assets, unencumbered real assets, line of credit and other financial means (interialia including a Guarantee or an undertaking from a Bank or financier) sufficient to meet the cash flow during the construction period and in no case should be less than 80% of the total work value. Bidder has to submit a Bank Solvency Certificate which should be equal to or after the date of publication of this tender..

b) Minimum Average Annual turnover should be minimum **Rs. 8,85,427.00** calculated as total certified payments received for contracts in progress or completed during the last 3 (three) years, ending 31st March of the previous financial year.

c) Bidder shall submit the complete annual reports together with Audited statement of accounts of the company for last 3 (three) years. The Bidder shall submit the audited balance sheet and income statement of its own (separate) for the last three years and must demonstrate the soundness of their financial position showing long term profitability. Wherever necessary the Employer may make enquiries with Bidder's bankers.

d) 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.

IV. **LITIGATION HISTORY**

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. 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.

1.4.10 The Bidder's offer shall include and substantiate data on qualifying requirements such as:

i. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
ii. Copies of PAN, GST Registration Certificate along with up-to-date return acknowledgement issued under Goods & Services Tax Laws, EPF, ESIC (optional).
iii. Copies of valid Labour License issued by competent authority in the State of Assam or in the State where the bidder's business is registered.
iv. Reports on the financial standing of the Bidder, such as profit and loss statements and audited annual accounts certified by CA of the company for the last two years including IT return duly acknowledged by the tax department for the last three years.
v. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
vi. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
vii. The Bidder should also substantiate availability (either owned or leased) of the tools, tackles, spare parts etc. for carrying out the works. (Machinery list)
viii. Name, qualifications of the technical supervisors and staff under the employment of the bidder and organization on hand and proposed to be engaged for the subject work (Authenticated by a Chartered Accountant or sworn through affidavit).
ix. Registered Power of attorney, if any.

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

1.4.12 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.

1.4.13 Not withstanding 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.

O/o The DGM, Mirza T & T Circle, AEGCL, Mirza-781125 Date 5/9/23 No 8

Bidder's Signature & Seal

1.5.0 SITE VISIT:-

Bidder is advised to visit and examine the sites of works and its surroundings, nature off work, site conditions, area for storage of materials, establishment of labour camp, 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. The costs of visiting the Site shall be at the bidder's own expense. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications and requirement.

1.6.0 QUERY ON THE BIDDING DOCUMENT:

Prospective bidder may submit queries, if felt necessary, requesting clarification of any bid clause. Such queries must be submitted in the e-tendering portal latest by the Tender clarification end date and time mentioned in the Bid Data Sheet. Purchaser shall clarify to the extent felt necessary or issue corrigendum for any amendment required in the bidding document. Such corrigendum/clarification shall be made available in the e-tendering portal and official website of AEGCL, www.aegcl.co.in.

1.7.0 CLARIFICATION OF BIDS

1.7.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids. If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

1.7.2 No bidder shall contact AEGCL on any matter relating to its bid from the time of opening Bids to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of AEGCL, it should do so in writing.

1.7.3 Any effort by the bidder to influence AEGCL in AEGCL's evaluation of price proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

1.7.4 Verbal clarification and information given by AEGCL or its employee(s) or representative (s) shall not in any way be binding on AEGCL

1.7.0 AMENDMENT OF BIDDING DOCUMENTS

1.7.1 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.

1.7.2 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.

1.8.0 LANGUAGE OF BID

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

1.9.0 DOCUMENTS COMPRISING THE BID

1.9.1 The bid submitted by the bidder shall comprise two envelopes submitted simultaneously, one containing only the technical proposal and the other the price proposal.

1.9.2 The Bid submitted by bidders shall contain the following:

a) Bid Submission Sheet

b) Duly signed bid document

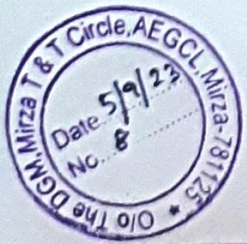
c) Documentary evidence to establish that the Bidder meet the qualifying requirements in accordance with Clause 1.4.0.

d) Documents to be furnished as per Clause 1.4.10.

e) The Bid Guarantee (Bid Security) in accordance with Clause 1.17.0 & its sub clauses of this Section.

f) Bank Solvency Certificate

g) All Bidding Schedules properly filled up including Price Bid Schedules.



Bidder's Signature & Seal

1.10.0 SUBMISSION OF BID

1.10.1 **The bidder shall submit the techno commercial bid& price bid through e-tendering portal i.e.https://assamtenders.gov.in**

1.10.2 For technical bid, all forms and supporting documents as required by clause 1.9.0& Clause 1.4.0 and duly signed and stamped as per clause 1.4.9 are to be uploaded in the portal. The documents are to be uploaded in PDF format (rar file) and each file should not exceed 5 MB in size. In case the document is more than 5MB in size the same may be split to make the size below 5 MB.

1.10.3 The Price bid should be submitted in the price schedule provided in the online portal. Bidder must go through the document checklist provided in this bidding document and submit all required documents.

1.10.4 Bidders are also requested to submit the information in the format provided in this bidding document where applicable.

1.11.0 DEADLINE FOR SUBMISSION OF BIDS

1.11.1 Bids shall be received **Online** on or before the date and time indicated in the Bid Data Sheet the Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.12.0 LATE BIDS

1.12.1 E-tendering portal shall allow bidders to submit bids upto the date and time specified in the NIT as per server time. However, bidders are advised to submit their bids well in advance of the deadline for submission of bids to avoid any last moment difficulties.

1.13.0 BID FORM AND PRICE SCHEDULES

1.13.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clause 1.13.0.

1.14.0 BID PRICES

1.14.1 Bidders shall give a breakdown of the prices in the manner and detail called for in the **Schedules of Prices**.

1.14.2 In the Schedules, Bidders shall give the required details and a breakdown of their prices, including all taxes, duties, levies, and charges payable as of twenty eight (28) days prior to the deadline for submission of bids, as follows:

(a) Plant and equipment (**Schedules of Prices**) shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-shelf, as applicable). All taxes and duties taxes as applicable and freight and insurance shall be indicated separately.

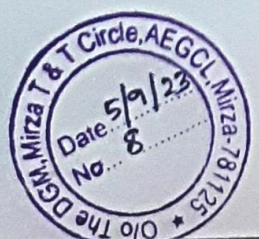
1.15.0 PRICE BASIS

1.15.1 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 worry 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.

1.16.0 BID VALIDITY

1.16.1 Bids shall remain valid for a period of **180 (One Eighty)** days after the date of opening of Technical Bids.

1.16.2 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 1.17.0 in all respects.



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1.17.0 BID SECURITY/ EARNEST MONEY DEPOSIT

1.17.1 The Bidder shall furnish, as part of its bid with the Technical Proposal, a bid security in the amount of **Rs.60,000.00 (Rupees Sixty Thousand) only**

1.17.2 For participation in the bidding procedure, the EMD/bid security amounting to **Rs. 60,000.00** is to be paid via online mode in the Assam e-tender portal - https://assamtenders.gov.in. **Copy of the EMD payment receipt should be submitted along with Techno-Commercial bid.**

1.17.2 Any bid not complying with Sub-Clause no. 1.16.1 and Sub-Clause no.1.16.2 shall be rejected as non-responsive.

1.17.3 The bid securities of unsuccessful bidders will be returned as promptly as possible, against written request from the unsuccessful bidders.

1.17.4 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.

1.17.5 The bid security may be forfeited

(a) if the bidder withdraws its bid,

(b) if the bidder does not accept the correction of its bid price, or

(c) in the case of a successful bidder, if it fails within the specified time limit to

(i) sign the Contract Agreement,

(ii) furnish the required performance security.

1.17.6 No interest shall be payable by AEGCL on the above bid guarantee.

1.18.0 ALTERNATIVE PROPOSALS BY BIDDERS

1.18.1 Bidders shall submit offers, which comply with the Bidding Documents, including the basic AEGCL's Requirements as indicated in the bidding documents. Alternatives will not be considered. The attention of bidders is drawn to the provisions of Clause 1.22.0 regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

1.19.0 PROCESS TO BE CONFIDENTIAL

1.19.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence AEGCL's processing of bids or award decisions may result in the rejection of the bidder's bid.

1.20.0 PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

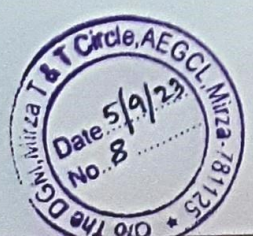
1.20.1 Prior to the detailed evaluation of bids, AEGCL will examine the bids to determine whether they are complete and all documents as per Clause 1.9.0andClause 1.9.0 are provided or not, whether the documents have been properly signed, whether the required bid security is included, and whether the bids are generally in order and provides any clarifications and/or substantiation that AEGCL may require.

1.20.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents deviation or reservation and includes the amendments and changes, if any. AEGCL may waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation or reservation, provided such deviation or reservation does not (i) affect in any substantial way the scope, quality or performance of the Works; (ii) limit in any substantial way, inconsistent with the bidding document, AEGCL's rights or bidder's obligations under the contract; or (iii) whose rectification would affect unfairly the competitive position of other bidder's presenting substantially responsive bids.

1.20.3 Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by AEGCL and not included for further consideration.

1.21.0 CORRECTION OF ERRORS

1.21.1 Price Proposals determined to be substantially responsive will be checked by AEGCL for any arithmetic errors. Arithmetic errors will be rectified on the following basis. 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.



Bidder's Signature & Seal

1.21.2 The amount stated in the Form of Bid for Price Proposal 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 in accordance with Sub-Clause 1.17.6(b)

1.22.0 EVALUATION AND COMPARISON OF BID PROPOSALS

1.22.1 AEGCL will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 1.20.0.

1.22.2 For equipments and materials, the comparison shall be of the ex-factory price of equipments and materials offered (such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated); plus the cost of transportation, local taxes and duties, civil works, installation and other services required under the contract with due corrections as per Clause 1.21.0. AEGCL's comparison will also include the costs if any, resulting from application of the evaluation procedures described in Sub-Clause1.22.4

1.22.3 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:

(a) Qualification

(i) 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 1.5.0 as well as such other information as AEGCL deems necessary and appropriate; and

(ii) 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.

(b) Technical

(i) 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;

(c) Commercial

(i) Deviations and omissions from the contractual and commercial conditions as identified in the Bid.

(ii) compliance with the time schedule called for in the Bidding Document and evidenced as needed in a milestone schedule provided in the bid; and

(iii) the functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment.

1.22.4 Pursuant to Sub-Clause 1.22.31.22.3, the following evaluation methods will be followed:

(a) **Time Schedule:** The plant and equipment covered by this bidding are required to be shipped, installed and the facilities completed within the period specified in Sub-Clause

Bidders submitting bids which 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.

1.22.5 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:

DGM, Mirza T & T Circle, AEGCL, Mirza-781125 Date 5/9/22 No. 8

Bidder's Signature & Seal

(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, 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) and 10.b).(ii) whichever is applicable.

(ii) Clarify and analyse 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.

(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 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.

1.22.5 AEGCL reserves the right to accept or reject any variation or deviation. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to AEGCL shall not be taken into account in bid evaluation.

1.23.0 AWARD CRITERIA

1.23.1 Subject to Clause 1.24.0, AEGCL will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents provided that such bidder has been determined to be qualified.

1.24.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

1.24.1 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 obligation 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.

1.25.0 NOTIFICATION OF AWARD

1.25.1 Prior to expiration of the period of bid validity prescribed by AEGCL, AEGCL will notify the successful bidder by fax, 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 of Contract called "the Contract Price").

1.25.2 The notification of award will constitute the formation of the Contract.

1.26.0 SIGNING OF CONTRACT AGREEMENT

1.26.1 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.

1.26.2 Within **15 (fifteen) days** of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to AEGCL.

1.27.0 PERFORMANCE SECURITY

1.27.1 Within **15 (fifteen) days** of receipt of the notification of award from AEGCL, the successful bidder shall furnish to AEGCL a performance security in an amount of 10 (ten) percent of the Contract Price in accordance with the Conditions of Contract. The form of performance security provided in **Section 5** of the bidding documents may be used or some other form acceptable to AEGCL. The above performance security may be withdrawn on submission of performance security as per clause No 2.6.0

O/o the DGM Mirza T & T Circle, AEGCL, Mirza-781125
Date 5/9/23
No. 8

Bidder's Signature & Seal

1.27.2 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 90 (ninety) days after the end of Warranty Period.

1.28.0 CORRUPT OR FRAUDULENT PRACTICES

1.28.1 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;
defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they 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 official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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;

(a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) 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.

Bidder's Signature & Seal

SECTION-2

SPECIAL CONDITIONS OF CONTRACT.

2.1.0 INTRODUCTION

2.1.1. This Special Conditions of Contract is supplementary to AEGCL's "**General Conditions of Supply and Erection of AEGCL 2009** ", and can be downloaded from www.aegcl.co.in. ***However, in case of any contradiction, stipulations made in this Bidding Document, it shall prevail.***

2.2.0 CONTRACTOR TO INFORM HIMSELF FULLY

2.2.1. The contractor should admit that he has examined the general condition of contract, specifications and schedule and has satisfied as to all the conditions and circumstances affecting the contract prices and fixed his price according to his own views on these matters and acknowledge that no additional allowances except as otherwise provided therein will be levied. The purchaser shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contractor in writing by the purchaser.

2.3.0 GENERAL SPECIFICATIONS OF WORK

a) All works required for site preparation will have to be carried out by the contractor at his own expense, whenever directed by the Site In-charge.

b) The Contractor shall clear the site of unnecessary vegetation to prepare the site for work only as per directions given by the Site In-charge.

c) Any unnecessary structures are to be demolished and serviceable materials to be stacked and stored as directed by AEGCL.

d) Any waste or unwanted material has to be disposed by the contractor if ordered by

e) AEGCL. No materials will be allowed to leave the site without the permission of the Site In-charge.

f) Any other work required for adequate preparation of the site shall be carried out by the Contractor.

g) All work shall be done by the specialized skilled workmen in the trade.

h) Prior to the commencement of the painting work, all minor civil works (repairs) such as filling up of all surface cracks, plastering works, etc so as to present a uniform finished surface for carrying out the painting.

i) No extra measurement factor will be applied for measurement of paint done on sand-faced and rough cast plaster or due to surface condition will be considered.

j) Makes of various paints to be used by the contractor will have to be as per the approved makes given in the BoQ. No other makes will be used by the Contractor. Contractor will have to paint the buildings in the departmentally approved paint colour. The approved quality, make & shade of paint shall be maintained by the Contractor throughout the work.

k) Approved paints, oils or varnishes shall be brought to the site by the Contractor in their original containers in sealed condition.

l) Contractor will thoroughly clean all paint marks left here and there at the site due to spilling and splashes of paint at no extra cost.

m) Detailed technical specification for painting work with respect to materials and workmanship and mode of measurements will be as per IS codes and APWD 2013-14 specifications unless mentioned otherwise.

2.4.0 EXTENSION OF TIME

2.4.1. 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.

2.5.0 VARIATIONS, ADDITIONS AND OMISSIONS

2.5.1. The contractor shall not modify any of the terms and conditions except as directed in writing by AEGCL.

2.5.2. The AEGCL shall have the right during the contract to amend, alter, omit or otherwise vary any of the items by notice in writings. The contractor shall carry out such variations although the said variations shall not exceed 15% of the contract price except with written consent of the purchaser. The amount of such variations shall be determined in accordance with rates specified in the contract and where such rates are not available this will be mutually agreed between the purchaser and the contractor.

O/o The DGM,Mirza T & T Circle,AEGCL,Mirza-781125 Date 5/9/23 No. 8

Bidder's Signature & Seal

2.6.0 RETENTION MONEY: -

2.6.1 10% retention money will be deducted from running bill, which will be released along with the final bill on completion of the work in all respect.

2.7.0 PERFORMANCE SECURITY (Contract Performance Guarantee)

2.7.1. As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a Nationalized Bank, in the form attached with the Bidding Document (Section –5) in favour of the AEGCL. The guarantee amount shall be equal to ten percent (10%) of the Contract Price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 90 (ninety) days after the end of Warranty Period.

2.7.2. 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 90 (ninety) days after the end of Warranty Period

2.7.3. The performance guarantee shall cover additionally the following guarantees to the owner:

a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents.

b) The successful Bidder further guarantees that the equipment/material provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy

2.7.4 The Contract performance Guarantee will be returned to the Contractor without any interest at the end of warranty period and written request from the contractor.

2.8.0 TAKING OVER

2.8.1. 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.

2.8.2. The date of issue of the 'Taking Over Certificate' by AEGCL or its representative shall be the date of taking over the works.

2.9.0 TERMS OF PAYMENT

2.9.1 No advance/Mobilization advance shall be made in this contract.

2.9.2 No claim for interest shall be entertained by AEGCL.

2.9.3 No running bill shall be entertained by AEGCL.

2.9.4 Final Bill must contain certified photocopies of Site Register of upto date work executed and coloured photographs of work in sequence of execution duly signed with seal by AEGCL.

2.9.5 Final bill must contain the original site register.

2.9.6 Final payment shall be released to the contractor only after completion of the workin all respect and final acceptance by AEGCL.

2.9.7 Payment is subject to availability of specific fund.

2.9.8 The Bidder / Firm will have to be submitted the following Net Banking details.

- Banker's Name & Branch
- Account No
- Banker's address
- Banker's IFSC Code
- Banker's RTGS Code

2.10.0 WARRANTY

2.10.1 The term period of warranty shall mean the period of 12 months from the date of Taking Over of the Work by AEGCL. A Taking over Certificate (TOC) will be issued by the appropriate authority.

2.11.0 LIABILITY FOR ACCIDENTS AND DAMAGE

2.11.1. The contractor shall indemnify the company (AEGCL) against any loss , damage, and injury to any person or to any property and against any other liability or obligation and against all actions, suits, claims demands costs, charges and expenses arising in connection with such damage , injury, liability or obligation resulting from:-

(a) the negligence of the contractor and his workers, agents, subcontractors; and/or

DGM, Mirza T & T Circle, AEGCL, Mirza-781125 O/o The Date 5/9/22 No 8

Bidder's Signature & Seal

(b) the lack of or inadequacy of safety devices on equipment supplied under this contract.

2.12.0 USE OF MATERIALS ARRANGED BY THE BOARD

2.12.1. If any materials supplied by AEGCL are found to be misused or wasted due to negligence by the contractor comes to the notice of the Board then the contractor shall be liable to pay compensation to the Board as may be decided by the Board.

2.13.0 PENALTY FOR DELAYED EXECUTION

2.13.1. In the event of delay in completing the work extending beyond the date of completion or beyond the extended date, if any, permitted by the Board, 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.

2.14.0 SETTLEMENT OF THE DISPUTE & ARBITRATION

2.14.1. Any dispute arising out of the contract will first be discussed and settled bilaterally between the Assam Electricity Grid Corporation Limited and firms/ contractors. In case, the dispute cannot be settled bilaterally, it will be referred to arbitration by an arbitrator to be appointed by the AEGCL, The contractor shall not stop the work during settlement of any arbitration case. All disputes arising out of the agreement so made shall be subjected to the jurisdiction of district court of Kamrup District.

2.15.0 FORCE MAJEURE

2.15.1. Force Majeure shall be considered as any circumstances beyond the reasonable control of the party claiming relief, including but not limited to strikes lockout, civil commotion, riot, insurrection, hostilities, war, fire, flood, earthquake, delay in delivery of equipments or part thereof by AEGCL, would entitle contractor to extension of time.

2.16.0 PERT/BAR CHART AND PROGRESS REPORT

2.16.1 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.

2.16.1. The contractor shall submit to AEGCL monthly progress report within the first week of every month giving the status of the contract work along with adequate number of photograph, indicating the various stages of execution of this contract.

2.17.0 SITE FACILITIES & ACCOMMODATION OF CONTRACTOR'S PERSONNEL

2.17.1 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 none availability of space under AEGCL the same should be arranged by the contractor outside AEGCL campus/work site at their own cost and responsibility.

2.17.2 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.

2.17.3 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.

2.17.4 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 labourcamp,construction of yard etc. close to site of work.

2.17.5 No assurance can be given regarding the availability of AEGCL"s land given for use to the Bidder to natural calamities. AEGCL undertakes no responsibility or liability in this regard.

2.17.6 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.

2.17.7 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.

2.17.8 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.

2.17.9 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.

2.18.0 DEFECT AFTER COMLETION OF WORK DEFECT AFTER COMPLETION OF WORK:-

2.18.1 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.

2.18.2 In default, AEGCL may employ and pay other agency or persons to amend and make good such damages. Losses and

O/o The DGM,Mirza T & T Circle,AEGCL,Mirza-781125 Date 5/9/23 No 8

Bidder's Signature & Seal

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

2.19.0 DEVIATION/ERROR IN DRAWING AND SPECIFICATIONS.

2.19.1 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.

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

2.20.0 VARIATION AND DEVIATION OF QUANTITY

2.20.1 The Tendered rates shall hold good for any variations in the Tendered quantities for completion of work on account of any modification in the bill of quantities or design or specification.

2.20.2 **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.

2.21.0 LABOUR LEGISLATION

2.21.1 The contractor 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 Act1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Act or the modifications there of or any other laws relating thereto and the rules made there under from time to time.

2.21.2 The contractor 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. The laws aforesaid shall be deemed to be a part of this contract and any breach there of shall be deemed to be a breach of this contract.

2.21.3 The contractor shall not employ persons below the age of 18 years as labours for the erection work.

2.21.4 Thecontractorshallathisownexpensearrangeforallthesafetyprovisionsforthesafetyofallworkersandemployeesdirectlyorindirectlyemployedonthework by the contractor. The contractor shall provide adequate safety devices like head protective gears, belt etc, to his labours while executing the erection work.

2.21.5 The contractor shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by them. The contractor shall fully indemnify AEGCL against any action by the state and/or Central Government for any default or alleged default by the contractor for violation of any of such rules and regulations. If, due to any default of the contractor, AEGCL has to incur any expenditure for compliance of contractor 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 contractor.

2.22.0 GOVERNMENT AND LOCAL RULES

2.22.1 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. 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.

2.23.0 ELIGIBILITY OF CONTRACTORS EMPLOYEES

2.23.1 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 personal should be submitted in corresponding Appendix.

2.24.0 ENGINEER AT LIBERTY TO OBJECT

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

2.25.0 INSURANCE

2.25.1. The Contractor 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.

2.26.0 DAMAGE TO PERSON AND PROPERTY

2.26.1 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

O/o The DGM Mirza T & T Circle, AEGCL, Mirza-781125 Date 5/9/23 No. 8

Bidder's Signature & Seal

with the carrying out of this Contract. 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. 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.

2.26.2 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.

2.27.0 STATUTORYAND SAFETY REQUIREMENT

2.27.1 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 contract or without any prejudice.

2.27.2 During the execution of the work, the contractor shall have to mark the site with banner warning/ indicating precautions.

2.27.3 The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

2.27.4 Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (So far as the same is under his control) and the Works in an orderly state appropriate to the avoidance of danger to such persons, and

2.27.5 Provided and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods.

2.28.0 CONTRACTUAL FAILURE, LIQUIDATED DAMAGE AND PENALTY

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

2.29.0 QUANTITY VARIATION

2.29.1. "Purchaser" shall have the right to increase/decrease the ordered quantity by 15% within 50 days of the period of completion and the same shall be carried out at the same rates /prices and terms and conditions stipulated in the contract except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

2.30.0 TERMINATION OF CONTRACT

2.30.1 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.

2.31.0 PAYMENT ON TERMINATION

2.31.1 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.

2.32.0 FORCE MAJEURE CONDITION

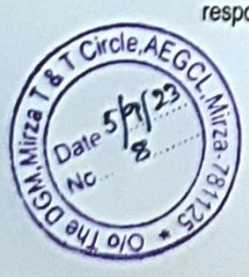
2.32.1 Force Majeure condition shall be considered as any circumstances beyond reasonable control of the party claiming relief, including but not limited to strikes, lockout, civil commotion, riot insurrection, hostilities, mobilization, war, fire, flood, earthquake, malicious damage or accidents could 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.

2.33.0 SETTLEMENT OF DISPUTE AND ARBITRATION

2.33.1 Anydispute 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 thework during settlement of any dispute. All disputes shall be subjected to the jurisdiction of District Court of respective District of work.

2.34.0 POLLUTION AND ENVIRONMENT

2.34.1 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.



Bidder's Signature & Seal

SECTION – 3

BID SUBMISSION SHEET, BID FORMS AND SCHEDULES

1. Bid Submission Sheet

(To be submitted in Bidder's Letterhead)

Date:

Bid identification no:

Name of work:

To,

The Deputy General Manager,
Mirza T&T Circle, AEGCL,
Mirza, Pin 781125

Sir,

We have examined the General Conditions of Contract, Technical Specification, Schedules, and Addenda Nos _____(if any). We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete the said Works and remedy any defects fit for purpose in conformity with these documents and the enclosed Proposal (Price Offer)

We accept your suggestions for the appointment of the Dispute Adjudication Board, as set out in the Bidding Document.

We agree to abide by this Bid until _____ and it shall remain binding upon us and may be accepted at any time before that date.

If our bid is accepted, we will provide the specified performance security, commence the Works as soon as reasonably possible after receiving the notice to commence, and complete the Works in accordance with the above-named documents within the time stated in the Bidding Document.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Yours faithfully

Name_____

Signature_____

in the capacity of _____

duly authorized to sign bids for and on behalf of _____

Date_____

Registered Office Address_____

O/o The DGM, Mirza T & T Circle, AEGCL, Mirza-781125
Date 5/9/23
No 8

Bidder's Signature & Seal

2. Form-BG

Form of Bid Security (Bank Guarantee)

WHEREAS, _____ *[Name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated _____ *[Date]* for the construction of _____ *[Name of Contract]* (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We _____ *[Name of Bank]* of _____ *[Name of Country]* having our registered office at _____ (hereinafter called "the Bank) are bound unto _____ *[Name of Employer]* (hereinafter called "the Employer") in the sum of _____for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this ___ day of_____ 20___.

THE CONDITIONS of this obligation are:

(1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid:
Or

(2) If the Bidder refuses to accept the correction of errors in his Bid;

Or

(3) if the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;

(a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

we undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

(Signature, Name, and Address)

O/o The DGM, Mirza T & T Circle, AEGCL, Mirza-781125 Date 5/9/24 No. 8

Bidder's Signature & Seal

Annexure - I

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)	GST Registration number	:-
e)	Labour Licence registration	:-
g)	Employees Provident Fund	
h)	Income Tax return (Last 3 years)	
i)	Audited Balance sheet (Last 3 years)	
j)	Bank Solvency Certificate indicating the amount by concerned authority in necessary format as per bank (Latest)	:-
k)	Work Experience	:-
l)	Employees State Insurance Certificate (Optional)	
k)	Date of Establishment/ Incorporation	:-
l)	Postal Address	:-
	House No.	:-
	Lane	:-
	Street	:-
	Town/Village	:-
	Post Office	:-
	P.S.	:-
	District	:-
	Pin code	:-
m)	Telephone Number	:-
	Mobile No.	:-
	E-Mail Address	:-
	Website	:-
n)	Name(s) of the Owners/Directors/Partners	
o)	Name of the Banker with Address and Telephone Number	:-
p)	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:-

Note: Bidder may attach additional sheets, if required.

O/o The DGM Mirza T & T Circle, AEGCL, Mirza-781125 Date: 5/9/23 No.

Bidder's Signature & Seal