

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



TENDER DOCUMENT

Name of work: - Construction of bituminous road after scarifying existing bituminous road for the west side road from the main access road of AEGCL Kahilipara Colony.

Bid Identification no :- AEGCL/DGM/LAC/TT/TLS-69/2024/716; Dated. 09/01/2024

**DEPUTY GENERAL MANAGER,
LOWER ASSAM T&T CIRCLE, AEGCL
NARENGI, GUWAHATI-26.**

For and on behalf of the Managing Director, AEGCL, the Deputy General Manager, Lower Assam, T&T Circle, AEGCL invites sealed limited tenders in prescribed form, from reputed Civil Engineering firms/Contractors having sound technical and financial capabilities for the following work. A single-stage two envelope procedure (**Techno-Commercial and Price Bid**) will be adopted for this tender.

(A) INFORMATION TO BIDDER:

1. **NAME OF WORK:-** Construction of bituminous road after scarifying existing bituminous road for the west side road from the main access road of AEGCL Kahilipara Colony.
2. **LOCATION OF WORK:-** ASEB Colony, Kahilipara, Guwahati-19
3. **TENDER ADDRESS:-** O/o the Deputy General Manager Lower Assam T&T Circle, AEGCL, Narengi, Guwahati-781026.
4. **ESTIMATED AMOUNT:-Rs. 25,98,224.00 (Rupees Twenty Five Lakh Ninety Eight Thousand Two Hundred and Twenty Four) only** inclusive of all taxes.
5. **FUND PROVISION :-** Colony maintenance fund approved by AERC for FY 2024-25
6. **BIDDING PROCEDURE:-**
 - a) The bidders must register themselves at <https://assamtenders.gov.in> as per the guidelines laid in the website.
 - b) The bidders have to submit scanned copies of the relevant documents through the e-Tender Portal.

For technical bid, all forms and supporting documents as required by clause (B) 1, 2, 3 & 4 duly signed and stamped are to be uploaded in the portal. The documents are to be uploaded in PDF format 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.

The Price bid should be submitted in the price schedule provided in the online portal.

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

- c) The bid must be submitted online through e-tendering portal <https://assamtenders.gov.in>
 - d) Bidders may obtain further information from the office of the **Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati-781026.**
[e-mail: dgmttc.guwahati@aegcl.co.in; Website: www.aegcl.co.in.]
 - e) To participate in the tender the interested bidders may visit <https://assamtenders.gov.in> for all the relevant documents and information required to participate in the tender.
 - f) 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.
 - g) **Bidder should also submit hard copies of the documents mentioned above in a sealed physical envelope prior to the technical bid submission deadline in the office of the Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati-781026.**
7. **KEY DATES:-**
- a) Bid Document Available date:-
 - b) Bid Submission Start Time & date:-
 - c) Bid Submission End Time & date:-
 - d) Techno-Commercial Bid Opening Time & date:-

Refer NIT

8. TENDER PAPER COST AND MODE OF PAYMENT:-

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

Bidder has to pay Non-Refundable tender processing fee of Rs.2000.00 (Rupees Two Thousand) only via e-tender portal www.assamtenders.gov.in.

9. BID SECURITY/EARNEST MONEY AND MODE OF PAYMENT:-

- a) **For participation in bidding procedure, participants must compulsorily pay the Bid Security of Rs.52,000.00 (Rupees Fifty Two Thousand) only via e-tender portal www.assamtenders.gov.in.**
- b) 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.
- c) The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidders signing of the agreement.
- d) The bid security may be forfeited:-
 - (i) If a Bidder withdraws its bid during the period of bid validity period.
 - (ii) If the successful Bidder fails to sign the Contract within the specified period.
 - (iii) If the successful Bidder fails to furnish a performance security within 15 (fifteen) days time of issue of Letter of Intent (LOI) or Work order.

10. PERFORMANCE SECURITY DEPOSIT:-

- a) The materials and entire work is to be guaranteed against defective design, materials and workmanship and for satisfactory performance for a period of 12 (twelve) months from the date of final acceptance of the completed work.
- b) The successful Bidder shall have to deposit through a **Bank Guarantee/Fixed Deposit/Demand Draft** from a Nationalized or scheduled Bank of RBI in AEGCL's standard proforma on non-judicial stamp of appropriate value for an amount equivalent to 10% (ten percent) of the total value of the order as performance security, within allotted time on acceptance of letter of intent/detailed orders (as the case may be), duly pledged in favour of Assam Electricity Grid Corporation Ltd and such security deposit shall be valid up to 90 (ninety) days beyond the warranty period. **Please note that, in case the contractor/firm fails to submit the Performance Security in the form of Bank Guarantee within the stipulated period, an amount equivalent to 10% of the Contract Price/ total bill value shall be retained as Security Deposits which shall be retained up to 90 (ninety) days after the end of Warranty Period**
- c) If the contractor/firm fails or neglects to observe and perform any of his obligations under the contract, Purchaser (AEGCL) shall have the right to forfeit, either in full or in part at his absolute discretion, the security deposit furnished by the contractor/firm.
- d) If the value of the work increases from original ordered value, the contractor has to provide performance guarantee for additional amount.
- e) No interest shall be payable on such deposits.

11. CLARIFICATIONS:-

A prospective Bidder requiring any clarification of the Bidding Document shall contact the AEGCL in writing at the AEGCL's address indicated in the Bid Document or raise his inquiries prior to 7 (seven) days of closing of the bid.

AEGCL will respond to any request for clarification if deemed necessary.

Should AEGCL deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so.

The Bidder is advised to visit and examine the site where the work is to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense.

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

12. VALIDITY OF BID:-

Bid shall remain valid for the period of 180 days after the 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.

13. TIME OF COMPLETION:-

The allotted time of completion for the work is 120 days from the date of handing over of the site.

14. DISCLAIMER:-

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

15. AMENDMENT OF TENDER DOCUMENT:-

- a) At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- b) 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.
- c) Any corrigendum/Addendum/modifications issued to the bid documents will be published on the website mentioned above will be part of the Bid Document.

16. LANGUAGE OF BID:-

- a) 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.

17. NEGOTIATION WITH BIDDER:-

- a) The AEGCL reserve the right to hold negotiations with lowest bidder if AEGCL feels the quoted rates of particular item(s) are unreasonably high. The bid must be valid, eligible and technically acceptable and considered for award of contract.

18. VERIFICATION OF DOCUMENTS:-

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

19. RIGHT TO REJECT:-

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

(B) **ELIGIBILITY QUALIFICATION**

1. **ELIGIBLE BIDDERS:-**

- a) A Bidder may be a private entity or a government-owned entity or any combination of such entity with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium or association.
- b) In the case of the **Joint Venture (JV):-**
When the bidder is a Joint Venture (JV) of two or more firms as partners, all partners shall be jointly and severally liable. The JV shall legally authorize one of the partners as the lead partner for the purpose of submitting the bid, incur liabilities; receive payments and instructions on behalf of the others.

Joint Venture agreement must be registered in the Court of Law. Notarized Joint Venture agreement shall not be acceptable. Original copy of registered Joint Venture agreement & notarized power of Attorney (if any) shall be submitted with the bid. However, in case of successful bid, the agreement shall be signed by all the partners, so as to be legally binding on all the partners.
- c) A Bidder, and all partners constituting the Bidder, shall have Indian nationality.
- d) 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.
- e) 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; or
 - 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
 - iv) 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
 - v) 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.
- f) 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.
- g) Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.
- h) In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- i) The bidder must have experience of execution of work of similar nature previously.
The bidder must submit experience and Performance Certificate for scrutiny by AEGCL.
- j) **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.**

- h) **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.
 - 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 three 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.

2. LEGAL ENTITY:-

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

3. TECHNICAL QUALIFICATION:-

- a) Experience having completed similar works during the last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following:
- i. **3 (Three) similar completed works costing not less than an amount equal to 40% of the estimated cost, or**
 - ii. **2 (Two) similar completed works costing not less than an amount equal to 50% of the estimated cost, or**
 - iii. **1 (One) similar completed work costing not less than an amount equal to 80% of the estimated cost.**

Note: Definition of "similar work" should be clearly defined. 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.

4. FINANCIAL QUALIFICATION:-

- a) Minimum average annual turnover calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) Years, ending 31st March of the previous financial year should be minimum **Rs. 12,99,112.00** (Rupees Twelve lakh Ninety two thousand one hundred and twelve) only.
- b) Bidder shall submit the complete annual reports together with Audited statement of accounts of the company for the 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

- c) The Contractor must furnish their Bank Solvency Certificate to show the bidder's financial position indicating the amount by concerned authority in necessary format as per their banks. The Bank Solvency Certificate should be equal to or after the date of publication of this tender.
- 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.

5. EVALUATION CRITERIA:-

- a) The Techno-Commercial Evaluation will be done on the basis of technical qualification, Financial qualifications and fulfilment of the legal conditions.
- b) The Price Bid of only Responsive Techno-Commercial Bidders will be opened and intimation will be issued in due course.

c) **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) To identify ALB as per the step mentioned in Clause No. 5.(A).(i) and 5.(A).(ii) whichever is applicable.
- (ii) To seek and analyse the clarifications from the abnormally low bidders in terms of 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) To decide whether to accept or reject the bid. On acceptance of the bid, whether Additional Performance Security is to be imposed on the bidder supplemented by adequate justification.

C) In case of acceptance of ALB with Additional Performance Security:

- (i) If any abnormally low bid is accepted under point 5.B.(iii) with additional performance security, it is to be noted that the total performance security should not 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 similar to that applicable for defect liability period of the contract.
- (iii) Non-submission of the additional performance security shall constitute sufficient ground for rejection of the bid and similar assessment shall then be initiated for next ranked bidder if that bidder is also identified as ALB.

- (C)
- 1 GENERAL CONDITIONS OF CONTRACT:**
- 1 INSPECTION OF SITE:-**
- a) The Bidder is advised to visit and examine the site where the work is to be carried out and its surroundings, nature of work, site conditions, area for storage of materials, establishment of labour camp, site office, means of access to the site etc. and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. 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 & requirement.
- 2. PREPARATION OF BID:-**
- a) 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.
- b) Documents Establishing Conformity of the Goods and Services:-The documentary evidence of the conformity of the goods and services to the Bidding Document maybe in the form of letter, drawings and data, and shall furnish. A detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the Goods, in response to the specification.
- c) Bidder should note clearly that department should not take any responsibility for issuing of any materials, equipment and T&P's that may be required in the work.
- d) All materials, labours, equipment, T&P and heavy vehicle etc. required in the work shall have to be arranged by the bidder/contractor from his own sources in the event of allotment of the said work to him/them.
- e) Water to be used in the work should be clean and free from all impurities; the bidder should note that no water will be provided to them for the execution of the work from the department
- f) The department is also not bound to supply power that may be required in the execution of the work. However subject to the availability of the power source near the vicinity of the work site, the department on payment of tariff as applicable at the time of execution of work may arrange one point near the work site.
- g) The bidder should clearly understand that all materials to be utilized in the work must confirm to the specifications. No substandard materials will be allowed to utilize in the work. Samples of each and every materials to be brought to the site of work shall have to be get approved by the competent authority of the department before use.
- h) The contract must not be sublet under any circumstances. If any contractor found in doing so, his work liable to be terminated.
- i) The specification for the work shall be as per specification laid down in the items of work contained in the enclosed schedule of items of work or as per the APWD schedule of rates for Building (civil works), sanitary and Water supply and internal electrification respectively (whichever is applicable) but, certain modification in the specification and method of execution of work if required shall have to be carried out which shall be finalized with the contractor bilaterally through discussion.
- 3. PRICE BID:-**
- a) Unless otherwise specified in the Bid Document and/or AEGCL's Requirements, bidders shall quote for the entire plant and services on a single responsibility basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the including procurement, delivery, testing of materials, construction, labour cost, insurance, statutory requirements, and any other expenditure deemed necessary for completion of the Work. The rate should also include the cost of testing of materials at the approved laboratory, carriage and transportation of sample, preparation of report, submission of report in all respect as required by AEGCL. 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.

- b) Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.
- c) **Bidders quoted price should include all cost of testing of materials, transportation of sample, storage, preparation and submission of report during approval period, construction period as well as after completion of the work.**
- d) **Bidders quoted price should include all cost of testing of concrete (destructive or non-destructive) transportation of sample, storage, preparation and submission of report.**
- e) Taxes like work contract, income tax etc. which need to be deducted at source as per the prevailing law, will be deducted at source.
- f) 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.

4. SITE FACILITIES:-

- a) 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.
- b) 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.
- c) 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.
- d) The quoted price shall be deemed to include charges for all site facilities for labour that are considered necessary for execution of the work. Subject to availability of land, AEGCL may provide free site for labour camp, construction of yard etc. close to site of work.
- e) 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.
- f) 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.
- g) 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.
- h) 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 AEGCL.
- i) 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.

COVID-19 PROTOCOLS must be following during the working period.

5. DEFECT AFTER COMPLETION OF WORK:-

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

6. DEVIATION/ERROR IN DRAWING AND SPECIFICATIONS.

- a) In case of non-suitability of drawing or specifications, the matter is 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.
- b) In case of any omission and error in the drawing and specification the same procedure as above should be followed.

7. VARIATION AND DEVIATION OF QUANTITY:-

- a) 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.
- b) **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.

8. LABOUR LEGISLATION:-

- a) The Bidder shall comply with the provisions of the Apprentices Act 1961, payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Act or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- b) The Bidder shall indemnify and keep indemnified AEGCL against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- c) The Bidder shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the Bidder.
- d) The Bidder shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by them. The Bidder shall fully indemnify AEGCL against any action by the state and/or Central Government for any default or alleged default by the Bidder for violation of any of such rules and regulations. If, due to any default of the Bidder, AEGCL has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, AEGCL shall be entitled to recover from the Bidder all such expenditure in full from any payment due to the Bidder expenditure for compliance of the rules and regulations or for any other reason connected with such default, AEGCL shall be entitled to recover from the Bidder all such expenditure in full from any payment due to the Bidder.

9. GOVERNMENT AND LOCAL RULES:-

- a) 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.

10. ELIGIBILITY OF CONTRACTORS EMPLOYEES:-

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

11. ENGINEER AT LIBERTY TO OBJECT:-

- a) 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.

12. TAXES:-

- a) Any taxes, royalties and duties as per Govt. Law should be responsible of the contractor and must be included in their quoted rate.

13. INSURANCE:-

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

14. DAMAGE TO PERSON AND PROPERTY:-

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

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.

15. ACCEPTANCE OF BID AND CONTRACT AGREEMENT:-

- a) An agreement shall have to be drawn on non-judicial stamp of appropriate value with AEGCL by the selected Contractor in AEGCL's General Conditions of Supply and Erection 2009 of contract within 15 (fifteen) days from the date of issue of the LOI or work order.
Wherever there is any variation in between the conditions of AEGCL's General Conditions of Supply and Erection 2009 and the above terms & conditions, this bid conditions will supersede the conditions of AEGCL's General Conditions of Supply and Erection 2009.

16. STATUTORY AND SAFETY REQUIREMENT:-

- a) 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.
- b) During the execution of the work, the contractor shall have to mark the site with banner warning/indicating precautions.
- c) The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:
- d) 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
- e) 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.

17. PAYMENT TERMS:-

- a) No advance/Mobilization advance shall be made in this contract.
- b) No claim for interest shall be entertained by AEGCL.
- c) In total 2 (Two) nos. of Running bill payments will be made on completion of 30% and 60% of the work in terms of value.
- d) Running 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.
- e) Final bill must contain the original site register.
- f) Final payment shall be released to the contractor only after completion of the work in all respect and final acceptance by AEGCL.
- g) Payment is subject to availability of specific fund.
- h) 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

18. RETENTION MONEY:-

- a) 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.

19. WARRANTY:-

- a) The term period of warranty shall mean the period of **12 (twelve) months** from the date of completion of work or Taking Over of the Work by AEGCL. This will be issued by the appropriate authority.

20. EXTENSION OF TIME:-

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

21. CHANGE OF NAME OF THE TENDERER:-

- a) At any stage after tendering, AEGCL shall deal with the Contractor only in the name and the address under which he submitted the tender. All the liabilities/responsibilities for due execution of the contract shall be that of the Contractor.
- b) Any change/ alteration of name/ constitution/ organization of contractor shall be duly notified to the AEGCL and the AEGCL reserves the right to determine the contract, in case of any such notification.

22. DEATH, BANKRUPTCY ETC.:-

- a) If the Contractor becomes bankrupt or being a corporation is in the process of winding up, amalgamation or reorganization, the AEGCL shall be at liberty to:
 - i. Terminate the contract forthwith by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested.
 - ii. Give such liquidator, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be determined by the AEGCL.
- b) In case of death of the Contractor before completion of work and supply, the Engineer or AEGCL shall be at liberty to:
 - i. Close up the contract and take over the completed portion of work done and made as per specification and make final payment to the legal heir of the Contractor on receipt of the claim from such legal heir.
 - ii. Give the contract to the legal heir of the Contractor subject to his depositing performance security for the due and faithful performance of the contract. The performance security amount shall be determined by the AEGCL commensurate with the incomplete portion of the work. The AEGCL will enter into a fresh contract with the legal heir of the Contractor on the same terms and conditions of the earlier contract.

23. CONTRACTUAL FAILURE, LIQUIDATED DAMAGE AND PENALTY:-

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

24. TERMINATION OF CONTRACT:-

- a) 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.

25. PAYMENT ON TERMINATION:-

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

26. SUSPENSION OF BUSINESS DEALINGS WITH FIRMS/CONTRACTORS:-

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

27. BANNING OF BUSINESS DEALINGS WITH FIRMS/CONTRACTORS:-

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

- a) The owner (s) of the Firm/ Contractor is convicted by a court of law following prosecution for offences involving unethical, unlawful, fraudulent means in relation to business dealings.
- b) There is strong justification that the Firm has been guilty of malpractices such as, bribery, corruption, fraud, substitution of tenders, interpolation, mis-representation, evasion or habitual default in payment of any Government tax etc.
- c) The Firm continuously refuses to return government dues without showing adequate cause and government are reasonably satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law.
- d) The Firm is found guilty of involving in unethical practices, such as:-
 - i. "corrupt practice" involving offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any such official/ party in procurement process or in contract execution.
 - ii. "collusive practice" involving a scheme among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - iii. "coercive practice" involving harming or threatening to harm directly or indirectly, persons or their property to influence procurement process or the execution of a contract.

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

28. FORCE MAJEURE CONDITION

- a) 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.

29. SETTLEMENT OF DISPUTE AND ARBITRATION:-

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

30. POLLUTION AND ENVIRONMENT:-

- a) 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.

31. ACCEPTANCE AND TAKEOVER:-

- a) 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.

(D) GENERAL SPECIFICATIONS OF WORK.

The work is to be executed as per specifications of the BOQ as provided by the AEGCL. Any unauthorized deviation is strictly prohibited and any deviation is to be corrected by the contractor at his own risk and cost.

1. SITE PREPARATION:-

- 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 are to be stacked and stored as directed by AEGCL.
- d) Any waste or unwanted material has to be disposed of by the contractor if ordered by AEGCL. No materials will be allowed to leave the site without the permission of the Site-in-charge.
- e) The Contractor will have to construct roads or any means of transport as instructed by the Site in-charge if the site is not easily accessible.
- f) All water that may accumulate on the site before or during the progress of the works or in trenches and excavations shall be removed and drained out from the site to the satisfaction of the Site-in-charge by the Contractor.
- g) Any other work required for adequate preparation of the site shall be carried out by the Contractor.
In case of civil works the quantities of work may vary depending on the site condition.

3. TECHNICAL SPECIFICATIONS

- a) **Preparation and Construction of sub-grade and earthen shoulders :-**
Preparation and Construction of sub-grade and earthen shoulders with approved material obtained from borrow pits with all lift and leads transporting to site, spreading, grading to required slope and compacted to meet requirement of table 300.2 with lead upto 1000 m as per technical specifications and as directed by the Site Engineer.
- b) **Excavation in Ordinary Soil**
Excavation in Cutting in Soil by manual means with lead upto 50 m. Excavation for roadway in soil using manual means for carrying of cut earth to embankment site with a lift upto 1.5 m and lead upto 50 m as per Technical Specification and as directed by the Site Engineer. (Manual method should be adopted where machines cannot be deployed due to site condition)
- c) **Granular Sub Base with well-graded material**
A) By Mix in place method
Construction of granular sub-base by providing well-graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix-in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, compaction as per technical specification and as directed by the Site Engineer.
A) for grading I materials
- d) **Water Bound Macadam Sub-base/base**
WBM grading 1 using stone screening type-A 13.2 mm for Gr. I
Providing, laying, spreading and compacting stone aggregates of specification including spreading in uniform thickness, hand packing, rolling with three wheel 80-100 kN static roller in stages to proper grade and chamber, applying and brooming, stone screening/ binding materials to fill up the interstices of coarse aggregate, watering and compacting to the required density grading 1 m as per Technical Specification and as directed by the Site Engineer.

- e) **Prime coat**
Providing and applying Primer coat with bituminous emulsion (SS 1) on the prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70 -1.0 kg/sqm using mechanical means as per Technical Specification and as directed by the Site Engineer.
- f) **Tack coat**
Providing and applying tack coat with bituminous emulsion (RS 1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface with hydraulic broom Technical Specification and as directed by the Site Engineer
- g) **Bituminous macadam**
Providing and laying bituminous macadam with hot mix plant using crushed aggregates of grading as per table 500.4 premixed with bituminous binder, transported to site upto a lead of 1000 m laid over a previously prepared surface with paver finisher to the required grade, level and alignment and rolled to achieve the desired compaction as per Technical specification and as directed by the Site Engineer.
- h) Providing and laying seal coatsealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using type A, type B and type C as per Technical specification and as directed by the Site Engineer.
- i) **Any works which are not mentioned in the bid shall be done as per BOQ.**

E) WORK SCHEDULE.

1. SITE HANDOVER:-

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

2. WORK COMMENCEMENT:-

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

- a) Work order
- b) Site Register
- c) Measurement Book
- d) Drawings (if required)
- e) Specifications of item & schedule of Quantity.

3. SITE REGISTER:-

- a) It will be issued along with the work order.
- b) It will be the responsibility of the Contractor to record and update the site registerwith details of Day-to-Day activities and other details countersigned with seal by AEGCL.
- c) The days on which no work is carried out should be recorded in the site register with proper justification.

- d) Any instruction by AEGCL officials during site visit must be noted properly and should be jointly signed by the official and the contractor or its authorised representative. In case of any disagreement, the Contractor must notify AEGCL in written.
- e) Any deviation in works must be properly noted in the site register by the Contractor along with proper justification for it.
- f) Progress report along with work completion percentage must be prepared by the Contractor on the basis of site register log and has to be submitted to AEGCL on 1st and 16th day of the month. In case of holiday, it should submit on next working day.
- g) Site register shall be verified from time to time by the Site In-charge and any anomalies found will be forwarded to higher authorities in written by the Site In-charge of AEGCL.

4. PERT CHART 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.

Appendix-1

BID SUBMISSION SHEET

(To be submitted on the bidder's letter head)

To,
**The Deputy General Manager,
Lower Assam T&T Circle, AEGCL,
Narengi, Guwahati
781026.**

Sub: Submission of Tender against no. AEGCL/DGM/LAC/TT/TLS-69/2024/716; Dated 09.01.2024

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 herewith my/our tender for the above mentioned work. My/our rates are quoted as per the specification laid down in the schedule of items of work.

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

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

My/Our bid consisting of the technical Bid and the Price Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with Bidding documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Name

In the capacity of

Signed by

Duly authorized to sign the Bid for and on behalf of

Date

Appendix-2
PROFILE OF THE BIDDER

Sl. No.	Particulars	To be filled by Bidder
a)	Name of the Bidder	:-
b)	e-mail address	:-
c)	PAN	:-
d)	GST Registration number	:-
e)	Labour License registration	:-
f)	Income Tax return(Last Three Years)	:-
g)	Audited Balance sheet (Last Three Years)	:-
h)	Average Turn Over (Last Three Years)	
i)	Bank Solvency (Latest)	
j)	Tools and Plant	
k)	Employees Provident Fund	
l)	ESIC	
m)	Work experience certificate	
n)	Postal Address	:-
	House No.	:-
	Lane	:-
	Street	:-
	Town/Village	:-
	Post Office	:-
	P.S.	:-
	District	:-
	Pincode	:-
	Mobile No.	:-
	E-Mail Address	:-
	Website	:-
o)	Name(s) of the Owners / Directors/Partners certificate	:-
p)	Employees State Insurance certificate (Optional)	
q)	Name of the Banker with Address and Telephone Number	:-
r)	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:- Mobile Number:-

Appendix-3

List of Work experience/Technical qualification (To be filled by the bidder)

Sl no	Description work experience	Date of completion	Amount

Appendix-4

FINANCIAL QUALIFICATIONS

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

In order to techno-commercially qualify for this Bid, the bidders have to submit annual audit report for last 3 (Three) years.

1.	Financial Qualifications: (To be filled by the bidder)
a)	Minimum average annual turnover of Rs..... calculated as total certified payments received for contracts in progress or completed.
b)	Minimum cash flow of Rs..... showing financial resources such as liquid assets unencumbered real assets, line of credit and other financial means. Bank solvency certificate to be submitted.

NB:- The Bidder may prepare extra sheet if required