ASSAM ELECTRICITY GRID CORPORATION LIMITED

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CIN:U40101AS2003SGC007238
Ph:-0361-2739520/Fax:-0361-2739513 Web: www.aegcl.co.in

TENDER DOCUMENT

BID IDENTIFICATION NO :- AEGCL/DGM/LAC/TT/TLS-69/2026/924; Dated. 16-11-2026

NAME OF WORK: - Renovation and painting of control room building at 132/33kV Nalbari GSS, AEGCL.

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

Bidder's signature & seal

For and on behalf of the Managing Director, Assam Electricity Grid Corporation Limited (AEGCL), the Deputy General Manager, Lower Assam T&T Circle, AEGCL, invites Tender from reputed Civil Engineering Firms / Contractors for the work as mentioned below. A single stage two envelope procedure (Techno-Commercial and Price Bid) will be adopted for this tender.

(A) INFORMATION TO BIDDER:

1. SCOPE OF WORK:-

a) Renovation and painting of control room building at 132/33kV Nalbari GSS as per Bill of Quantities (BoQ) and Bid specification.
b) Supply of all materials and labour as per BOQ and bid specification.
c) Freight and Transit Insurance, head loading, storage at site and site insurance of all material at site shall be in the scope of the contractor.
d) Any permits required for supply of materials shall be arranged by the contractor. However, AEGCL shall assist the contractor in arranging permits if any to the extent possible.

2. LOCATION OF WORK:- 132/33kV Nalbari GSS, AEGCL.

3. TENDER ADDRESS:- O/o the Deputy General Manager Lower Assam T&T Circle, AEGCL, Narengi, Guwahati-781026.

4. ESTIMATED AMOUNT:- Rs. 4,75,853.00 (Rupees Four Lakh Seventy Five Thousand Eight Hundred and Fifty Three) only including taxes.

5. FUND PROVISION :- O&M HQ LAR Fund for the FY 2026-27.

6. BIDDING PROCEDURE:-

a) All tenders shall have to be submitted in prescribed forms attached herewith eventually to be drawn up in the rules of AEGCL.

b) Two different envelopes to be used as follows.

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

Envelope-2: **Financial Bid**

c) All tenders shall have to be submitted under sealed& signed covers super-scribing the Tender Notice No and name of the work completely and clearly on the top of the cover.

d) All tenders shall have to be submitted on or before the last date and time of submission of tenders either by post or in person.

e) If Bidders desire to submit their Bid by post, at their own expenses, it should be posted well in advance so as to ensure that their tenders reach the office of the tendering address on or before the specified date and time of submission of tender. AEGCL will not take any responsibility for loss, damage, tempering or delay of tenders sent by post.

f) Bidder submitting Bid in person should submit their Bid in the tender box during the working hours on the last date and time of submission of tender.

g) Tender will be rejected if submitted beyond the aforesaid time and date.

h) Tenders or their authorized representatives may remain present during the opening of the tenders.

i) Only Price Bid of responsive Techno-Commercial Bidders will be opened.

j) AEGCL has the right to cancel the tender at any moment, without assigning any reason thereof. Bidder will not be entitled to claim any expenses and AEGCL will not be responsible for any costs or expenses incurred on the preparation and submission of the Bids.

k) Interested bidders may visit the **O/o The Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati-781026** for more information and may purchase the tender papers on application during office hours on working days. The tender purchase fee is to be paid in the form of A/C payee Demand Draft/ Banker's Cheque duly pledged in favour of **'AEGCL, Guwahati'** and has to be submitted at the time of tender purchase. **[e-mail:** dgmttc. guwahati@aegcl.co.in**]**

Bidder's signature & seal

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:-

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 document cost @ **Rs. 500.00 (Rupees Five Hundred) only** in favour of '**AEGCL, Guwahati'** in the form of Demand Draft /Fixed Deposit/bank Guarantee/Banker's Cheque

The original copy of the Demand Draft must be submitted along with relevant documents in Envelope-1

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

a) For participation in bidding procedure, participants must compulsorily pay the **Bid Security/Earnest Money amount of Rs. 9,500.00 (Rupees Nine Thousand and Five Hundred)** only.

It should be in the form of Demand Draft in favour of "**AEGCL, Guwahati". The original copy of the Bid Security (EMD) must be submitted along with relevant documents in Envelope-1**.

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 Bidder's 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 thecontractor/firm.

Bidder's signature & seal

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) 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.

b) 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.

c) 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.

d) The Bidder and any of its personnel or representatives will be granted permissionby 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 45 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 anyother 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. However, **no Joint Venture Bid shall be allowed.**

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

c) 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 toor 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.

d) 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 ormore 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 thebid 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.

e) 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 the contract signing date shall be disqualified.

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

g) In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

h) 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.

i) **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.**

j) **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 (if available).

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. 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 byproviding 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:

- The Bidder must have experience of executing work of similar nature in AEGCL/any Govt. organization/ PSU. The bidder must submit experience and completion certificate for scrutiny by AEGCL. Each of such project/ works should consist of completion certificate. The nature of works 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 should be 50% of the total work value (Audited Balance sheet must be furnished as a proof of annual turnover. Any other form of supporting documents instead of Audited balance sheet will not be accepted.

b) 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. Bidder has to submit a Bank Solvency Certificate which should be equal to or after the date of publication of this tender.

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 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) 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.

Bidder's signature & seal

(C) 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 itsBid, 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 workshall 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 thework 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 ofwork 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, statuary 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 thework.**

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 responsibilityof 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 onaccount 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 expenditurelike 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 basisas per norms of the Electricity Supply Utility.

g) No claim shall be entertained from the bidder for making his own arrangement forapproach 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.

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 ordeviation should only be done after approval of Competent Authority.

b) In case of any omission and error in the drawing and specification the sameprocedure 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 forcompletion 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 Act1936, 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 shallbe 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 thesafety 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 actsrelating 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 personalshould 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 presenceon 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, accidentor 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 responsiblefor 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 occurringfrom or in respect of any such claim or damages from any sums due or to become due to the Contractor.

15. 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, accidentor 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 responsiblefor 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 occurringfrom or in respect of any such claim or damages from any sums due or to become due to the Contractor.

16. 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 Supplyand Erection 2009 of contract within 15 (fifteen) days from the date of issue of the LOI or 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 Supplyand Erection 2009.

17. 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.

18. 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 colored 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

19. RETENTION MONEY:-

a) 10% retention money will be deducted from running bill, which will be releasedalong with the final bill on completion of the work in all respect.

20. WARRANTY:-

a) The term period of warranty shall mean the period of 18 months from the date of completion of work or Taking Over of the Work by AEGCL. This will be issued by the appropriate authority.

21. EXTENSION OF TIME:-

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

22. 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.

23. 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 thecontract 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 madeas 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 freshcontract with the legal heir of the Contractor on the same terms and conditions of the earlier contract.

24. CONTRACTUAL FAILURE, LIQUIDATED DAMAGE AND PENALTY:-

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

25. TERMINATION OF CONTRACT:-

a) If the performance of the contract is not satisfactory and not corrected within 15days 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 theContractor.

26. PAYMENT ON TERMINATION:-

a) In the event of termination of the contract, AEGCL shall be at liberty to get balancework 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.

27. 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 thecircumstances of such previous suspensions.

28. 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 inprocurement process or in contract execution.

ii. “collusive practice” involving a scheme among bidders (prior to or after bidsubmission) 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 declaringineligible, indefinitely or for a period of not less than 3 (three) years.

29. 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 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.

30. 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.

31. 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.

32. 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 wellas for the final acceptance and taking over the completed work and to issue the necessary certificate thereof.

(D) GENERAL SPECIFICATIONS OF WORK.

1. SITE PREPARATION:-

a) Clearing and cleaning of the work area, including removal of unwanted materials, debris, vegetation and existing obstructions.

b) Proper marking, setting out and preparation of the site as per the proposed repair/renovation works.

c) Protection of existing structures, electrical installations, plumbing lines and other utilities during execution of the work

2. DISMANTLING WORK

a) Dismantling of damaged/defective RCC, brickwork, plaster, flooring, doors, windows, sanitary and electrical fittings as required.

b) Removal and disposal of dismantled materials/debris to a suitable location as directed by the Engineer-in-Charge.

3. PLAIN CEMENT CONCRETE:-

a) Plain Cement Concrete works must be carried out in dry condition and dewatering should be carried out wherever necessary before placing of concrete.

b) The proportion of Plain Cement Concrete should be 1:3:6 or as specified in thedrawing and design. The quality of the mix will have t be checked and approved by the Site In-charge.

c) Curing should be done properly and as per instructions.

4. REINFORCEMENT: -

a) All reinforcement shall be cleaned thoroughly by removing loose scales, oil, grease or other deleterious materials. The contractor shall obtain the approval of the Engineer-in-charge or his representative to the reinforcement when fixed in positionbefore any concrete is deposited in the forms.

b) Bars shall be bent cold or straightened in a manner to the satisfaction of the Engineer-in-charge or his representative. Bars bent during transport or handing shall be straightened before using on work. They shall not be heated to facilitatebending. Welding shall be done as per latest IS Code of practice.

c) All reinforcement bars shall be cut and standard hooks for MS rounds made at ends and accurately placed in position as shown on the approved drawings. They shall besecurely held in position before and during concreting by annealed binding wires used for binding the reinforcement which shall be of approved quality soft annealed iron wire not less than 1 mm (18SWG) size, conforming to IS:280.

d) As far as possible, bars of full length shall be used. Where bars are required or permitted to be lapped by the Engineer-in-charge, or his representative, the over laps shall be staggered for different bars and located at points, along the span wherebending moment is not maximum. The concrete measured over the reinforcing bars shall be in accordance with the approved drawings.

5. PLASTERING:-

a) Surfaces to be rendered must be cleaned and made free from all dust, loose materials, grease, etc, and be well wetted for a few hours (the wall should not besoaked but only damped evenly); but the wall should not be too wet.

b) Plaster may be applied in one or two coats. No single coat should exceed 12 mm in thickness as thick coats shrink more and crack.

c) Plaster work on new construction should be deferred as much as possible so as to let shrinkage in reinforced concrete and masonry take place before plastering.

d) General proportion for cement plaster should be 1:4.

6. CURING:-

a) Curing should be done as soon as possible after concrete is placed and when initial set has occurred and before it has hardened. It should be continued for a minimum period of 7 to 12 days when normal (Portland) cement is used, 4 to 7 days when rapid hardening cement is used, and should be kept thoroughly wet for 24 hours when high alumina cement is used.

b) Vertical surfaces may be covered with hanging curtains. Columns and smallmembers shall be cured by wrapping round them wet sacks or by sprinkling water continuously. On vertical surfaces it should be checked that the wet fabric is incontact with the surface.

c) Water should be sprinkled on the underside of beams and slabs for proper curing.

7. SHUTTERING AND CENTERING:-

a) Shuttering for concrete shall be made of either metal or timber suitably lined and ofsubstantial and rigid construction true to shape, alignment and dimensions as shown on the approved drawings

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

c) When the Shuttering is ready for commencing concreting, the contractor shallinform the Site-in-charge or his representative to inspect and accept the shuttering as to their strength, alignment and general fitness.

d) If the Site-in-charge is satisfied with the quality of shuttering then may allowthe contractor for pouring concrete.

e) Poor or old shuttering should not be used. The Site In-Charge at his owndiscretion may reject any shuttering material if found not satisfactory.

8. REINFORCED CEMENT CONCRETE:-

a) Optimum quantity of water shall be mixed to produce the design mix/nominal mix concrete of required workability.

b) Workability shall be such that the concrete surrounds and properly grips all reinforcement.

c) The degree of consistency, which shall depend upon nature of work and method ofvibration of concrete, shall be determined by regular slump tests to be carried out by the contractor at his cost.

d) Usually for mass concrete in RCC works where vibrations are used the slumps shall be within 10mm to 25mm.

e) The frequency of such tests and the natures of slumps shall be maintained within the limits specified by the Engineer-in-charge.

f) The Engineer-in-charge also reserves the right to carry out slump tests independently at his own discretion.

g) Cube moulds should be prepared for destructive testing randomly as per instructions giver by Site In-Charge.

h) Cement shall have to be weighed from bulk stocks at site and not by bags. It shall be weighed separately from the aggregates.

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

j) Honeycombed RCC structure should be dismantled immediately and reconstructed.

k) If Reinforced Cement Concrete works include Stone masonry works then stone masonry works should be carried out in stages. After completing one stage mortar droppings shall be cleaned and Reinforced Cement Concrete works should be done before starting the second stage of stone masonry work.

9. Tile Works

a) Dismantling damaged tiles and preparing the existing surface for new tile work.

b) Tiles shall be laid with even joints and proper line, level and plumb, using suitable adhesive/mortar and maintaining uniform joint width.

c) Proper grouting, joint filling and finishing shall be carried out, ensuring a smooth, level and properly aligned surface without hollow or uneven portions.

10. PRIMING AND PAINTING: -

a) Applying primer, putty and suitable paint/colour to internal and external surfaces, including surface preparation as per specifications in the schedule of quantity.

11. Miscellaneous Works

a) Repairing minor civil, plumbing and electrical defects required for complete restoration of the quarter.

b) Cleaning of the work area and disposal of construction debris after completion of the work.

Any works which are not mentioned in the bid shall be done as per BOQ/pricebid.

(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 authorizedrepresentative.

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 1stand 16thday 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 makeout 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 inview and submit the same to the Engineer for the consideration and approval.

(F) QUALITY CONTROL.

If required by AEGCL, the contractor must perform the test on construction materials. These test listed in the document should be carried out as per Indian Standard Code specifications of the respective tests. Proper records of these tests should be maintained.

1. Tests for fresh concrete:

a) Workability: To determine the workability of fresh concrete by slump test as per IS: 1199-1959

2. Tests on Hardened Concrete:

a) Non-destructive tests:
Rebound hammer test: To assess the likely compressive strength of concrete byusing rebound hammer as per IS:13311(Part 2)-1992

b) Compression test: to determine the compressive strength of concrete specimens as per IS:516-1959

3. Tests on Brick:
Testing of brick should be done as per IS 1077:1992 and related IS Codes

a) Compressive strength test: IS 3495(Part–1): 1992

b) Water Absorption test: IS 3495(Part-2) : 1992

c) Efflorescence test: IS 3495(Part-3) : 1992

4. Tests for Steel:
All reinforced steel bar should meet the specifications of IS 1786:2008

Appendix-1

COVERING LETTER (ON THE BIDDERS LETTER HEAD)

To,

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

Sub: Submission of Tender no. ……..

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 haveto 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 ……

Bidder's signature & seal

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	:-
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)	Work experience certificate	
m)	Postal Address	:-
	House No.	:-
	Lane	:-
	Street	:-
	Town/Village	:-
	Post Office	:-
	P.S.	:-
	District	:-
	Pincode	:-
	Mobile No.	:-
	E-Mail Address	:-
	Website	:-
n)	Name(s) of the Owners / Directors/Partners certificate	:-
o)	Employees State Insurance certificate (Optional)	
p)	Name of the Banker with Address and Telephone Number	:-
q)	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:-

Bidder's signature & seal

Appendix-3

Following documents to be uploaded with Techno-Commercial Bid In order to techno-commercially qualify for this Bid, the bidders have to submit required nos. of work order along with Performance certificate for similar nature of work executed within last 5 (five) years at any Govt. Deptt., PSU etc. of value not less than Rs.....
If the nature of work and value differs from the above stated conditions, it will not be considered while evaluation of technical qualification

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

Sl. No.	Description of work experience	Date of completion	Amount

NB:- The Bidder may prepare extra sheet if required

Bidder's signature & seal

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 forlast 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 otherfinancial means. Bank solvency certificate to be submitted.

NB:- The Bidder may prepare extra sheet if required

Bidder's signature & seal

Appendix 5

Bank Guarantee
(To be stamped in accordance with Stamp Act)
(The Non-Judicial Stamp Paper should be in the name of issuing Bank)

…… Bank's Name and Address of Issuing Branch and Office……

Beneficiary: ……Name and Address of Purchaser ……

Date: ……

Bid Security No.: ……

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

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

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

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) does not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,
(i) fails or refuses to execute the Contract Agreement, or
(ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

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

Appendix-6

Self-Undertaking for Payment of Statutory Taxes

(To be submitted in bidder's letterhead)

To,

The Deputy General Manager,
Lower Assam, T&T Circle, AEGCL,
Narengi.Guwahati-26

Subject: Self-Undertaking regarding payment of statutory taxes before applying for tender

Tender/ Bid Reference No & Date: _____

1. I/ We have duly paid and cleared all statutory taxes, cess, dues, and levies payable to Local Authorities, Panchayats, Municipalities, State Government, and the Central Government up to the date of this tender submission and undertake to promptly discharge any such dues that may arise during the tenure of the contract.
2. I/ We shall be solely responsible for payment of all applicable taxes, including GST, duties, license fees, cess, and any other statutory liabilities arising in connection with the performance of the contract.
3. I/ We undertake to immediately inform the Procuring Entity of any statutory revision, demand, or default and shall bear complete responsibility for settlement of such dues, keeping the Procuring Entity fully indemnified against any liability in this regard.
4. I/ We hereby confirm that all notices, demands, or proceedings issued by any Tax Authority up to the date of this submission have been duly complied with and settled. Any outstanding demand has been disclosed to the Procuring Entity, and I/We undertake to settle the same before award of contract, keeping the Procuring Entity indemnified against any liability.
5. In case of any reduction in the rate or amount of GST, taxes, duties, or levies after the Notification of Award, the corresponding benefit shall be duly passed on to the Procuring Entity without delay.
6. This undertaking shall remain valid and binding for the entire duration of the tender evaluation and, if awarded, for the full tenure of the contract including any extensions, until its closure.
7. I/ We understand that at any stage, if it is found that any statement or document submitted is false/forged/invalid, the Procuring Entity has discretion to terminate the contract and proceed with alternate arrangements as per the tender's risk purchase clause if any.

I/ We declare that the above statements are true to the best of my/our knowledge and belief.

Authorized Signatory

Name: _____

Designation: _____

Firm/Company Name: _____

Date: _____

Place: _____

Company Seal: _____

Bidder's signature & seal

Annexure – 7
Declaration for Compliance and Utilization of ITC under GST
(To be submitted in bidder's letterhead)

Certified that in discharging the outward tax liability by ITCs all the provisions of GST Acts, Rules and notifications made therein are complied with including the following provisions:

- Goods and services relating to ITCs have actually been received.
- ITCs has been availed strictly in compliance with provisions under Section 16(2) (aa).
- Tax relating to ITCs has actually been paid to the government.
- No ITCs, though reflected in GSTR2B, availed if it is restricted by Section 38(2)(b).
- No ITCs, though reflected in GSTR2B, availed if it is blocked by Section 17(5).
- No ITCs in excess of input goods and services utilized actually in the projects/ works, are utilized to discharge the liabilities.
- In no case, utilization of ITCs in discharging liabilities exceeds the upper limit as prescribed by contractee department.
- The above facts are true to the best of my knowledge.

Authorized Signatory

Name: _____

Designation: _____

Firm/Company Name: _____

Date: _____

Place: _____

Company Seal: _____

Bidder's signature & seal