

# ASSAM ELECTRICITY GRID CORPORATION LIMITED

OFFICE OF THE DEPUTY GENERAL MANAGER  
CA T&C, COMMUNICATION CIRCLE, AEGCL, SAMAGURI



## TENDER DOCUMENT

NIT NO: AEGCL/DGM/CATCC/SMG/BID-001/2023/001; Dated: 27 /04/2023

### Name of Work

“Hotline OPGW works in 132 KV Srikona-Pailapool OPGW Link for dark fibre” for Central Assam  
Communication Division, AEGCL, Samaguri.

### Work Site

132kV Srikona-Pailapool Line

Tender cost amounting to  
Deposited in the form of  
Vide

Rs. 500.00/-  
Demand Draft/ Banker's Cheque  
.....

Issued to  
Address

.....  
.....

Signature of Contractor/Firm

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**ASSAM ELECTRICITY GRID CORPORATION LIMITED**Regd. Office : 1<sup>st</sup> Floor Bijulee Bhawan, Paltan Bazar, Guwahati-781001

CIN : U40101AS2003SGC007238

Phone No. 0361-2739520/ Fax : 0361-2739513 Web : [www.aegcl.co.in](http://www.aegcl.co.in)आजादी का  
अमृत महोत्सव

No. AEGCL/DGM/CATCC/SMG/BID-001/2023/


Date.....

**NOTICE INVITING TENDER****(A) Basic Details:**

<b>Tender No.</b>	AEGCL/DGM/CATCC/SMG/BID-001/2023/001; Dated: 27 /04/2023
<b>Name of Work</b>	"Hotline OPGW works in 132 KV Srikona-Pailapool OPGW Link for Dark Fibre" for Central Assam Communication Division, AEGCL, Samaguri, PIN:-782140.
<b>Work Type</b>	Stringing/Rearrangement/erection of OPGW in 132kV or higher voltage transmission.
<b>Tender Inviting Authority</b>	AEGCL
<b>Designation Address</b>	Deputy General Manager, CA T&C, Comm Circle, AEGCL, Samaguri, Nagaon, Assam- 782140
<b>Total Tender Amount</b>	Rs. 7,72,098.00 (including of all taxes)
<b>Time of Completion</b>	90 Days
<b>Tender Document Cost</b>	Rs. 500/-
<b>Earnest Money (2%):</b>	Rs. 15,500/-
<b>Mode of Payment</b>	Refer to bid document

**(B) Critical Details:**


<b>Tender Start Date</b>	28/04/2023; 11:00 HRS
<b>Submission Start Date</b>	04/05/2023; 12:00 HRS
<b>Tender End Date</b>	19/05/2023; 14:00 HRS
<b>Tender Opening Date</b>	24/05/2023; 14:00 HRS

  
Deputy General Manager  
CA T&C, Comm, Circle,  
AEGCL, Samaguri

Memo No: AEGCL/DGM/CATCC/SMG/BID-001/2023/.....365(a-h)  
Copy to:

Date: 27/04/2023

1. PS to the MD, AEGCL for his kind information.
2. The Chief General Manager, T&C, Comm, AEGCL, Narengi-26-for favour of his kind information
3. The CGM(F&A), AEGCL for his kind information.
4. The General Manager, T&C, Comm, AEGCL, Narengi-26- for favour of his kind information.
5. The GM(PR), AEGCL for publication in leading newspapers.
6. The AGM-IT, AEGCL for publication in the AEGCL's website
7. The Assistant General Manager, CA Communication Division, AEGCL, Samaguri – for favour of his information and display at the office notice board.
8. Notice board.
9. Relevant file.

  
Deputy General Manager  
CA T&C, Comm, Circle,  
AEGCL, Samaguri.

O/o the Deputy General Manager, CA T&C &Comm Circle, AEGCL, Samaguri  
Email ID: [dgmtcc.ca@aegcl.co.in](mailto:dgmtcc.ca@aegcl.co.in)

**SECTION-1  
INSTRUCTION TO THE BIDDER**

**(A) Basic Details:**

For and on behalf of the Managing Director, Assam Electricity Grid Corporation Limited (AEGCL), the Deputy General Manager, CA T&C, Communication, Circle, AEGCL, Samaguri invites Tender from experienced, financially sound and reputed firms for "Hotline OPGW works in 132 KV Srikona-Pailapool OPGW Link for Dark Fibre" for Central Assam Communication Division, AEGCL, Samaguri."

A single stage two envelope procedure (Techno-Commercial and Price Bid) will be adopted for this tender.

**1.1 Scope of Bid**

**1.2** The ASSAM ELECTRICITY GRID CORPORATION LIMITED hereinafter referred to as AEGCL or Employer will receive bids for the following work on turnkey basis under the "O&M (HQ) for FY23-24" fund.

Sl. No.	Description	NIT No.	EMD Amount (Rs.)
(i)	"Hotline OPGW works in 132 KV Srikona-Pailapool OPGW Link for Dark Fibre"	<b>AEGCL/DGM/CATCC/SMG/BID-001/2023/001; Dated: 27/04/2023</b>	Rs.15,500.00 In favour of MD, AEGCL. (Demand Draft)

**A) Estimated Value (incl. GST): Rs. 772098.00**

**B) Scope of Works: -**

The scope of works briefly covers the following:

1. Try to rectify the damaged span by back pulling and restringing and splicing.
2. OPGW drum and hardware fitting transportation from AEGCL store to site and (if required).
3. OPGW drum testing.
4. Hotline Stringing of OPGW by replacing the existing damaged OPGW.
5. Transportation of the recovered OPGW to 132KV Srikona GSS.
6. Pre and post OTDR, LSPM test.
7. Final Handover after link test.

**C) Important Timeline:**

Description	Date & Time
Tender document publishing date	28/04/2023; 11:00 HRS
Bid Submission start date and time	04/05/2023; 12:00 HRS
Bid submission end date and time	19/05/2023; 14:00 HRS
Technical Bid Opening Date & time	24/05/2023; 14:00 HRS

**1.3 Cost for Bidding**

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

### 1.3.1. Clarification on Bidding Documents

A bidder may ask AEGCL in writing for any clarification on the bidding documents at the following address:

**O/O the Deputy General Manager  
Central Assam T&C and Communication Circle  
AEGCL, Samaguri  
Nagaon - 782140**

### 1.3.2. Site visit prior to Bid submission.

- i. The Bidders are advised to visit and examine the sites where the works are to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the sites shall be at the Bidder's own expense.
- ii. The Bidders and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

### 1.3.3 Amendment of Bidding Documents

**1.3.4** At any time prior to the deadline for submission of bids, the Employer may for any reason modify the bidding documents by issuing addendum which shall be communicated in writing to all purchasers of the bidding documents.

**1.3.5** Any addendum thus issued shall be part of the bidding documents.

### 1.3.6 Language of Bid

The bid, and all correspondence and documents related to the bid, exchanged between the bidder and the Employer shall be in English language. **Documents Comprising the Bid.**

### 1.4.0 Submission of bid:

The bid shall be in two parts, i.e. (i) Techno commercial bid, (ii) Price bid.

#### a) Techno-commercial bid

In the techno commercial bid, the bidders are required to submit copies of (i) Documentation fees (ii) Earnest money deposit (iii) PAN/ TAN, (iv) GST registration with return certificate, (v) Annual Turn Over (Rs 5 lakhs average for last 3 yrs.), (vi) Order executing details of similar work, (vii) Income Tax return certificate, (viii) Bank solvency certificate of 3years, (ix) PL account and balance-sheet of last 3 years, (x) Firm/ vendor registration certificate, ..

A set of the above documents must be submitted for techno-commercial evaluation failing which it will be treated as non-responsive. The bidder has to submit a non-refundable bid cost is Rs. 500.00 (Rupees Five hundred) only and refundable amount of Rs 15,500.00 (Rupees Fifteen thousand Five hundred only) as EMD. The bid cost and EMD to be submitted in favour of AEGCL, Payable at Guwahati. The instrument to be use is either in the form of DD or Banker Cheque from the nationalized bank.

#### b) Price Bid

The Price Bid shall be the offer price for supply (on FOR basis) and inclusive of all cost. Submission of Price Bid Schedule with all quantities and prices shall be filled up as per annexure provided in the detail bid document. **All quoted rate should be inclusive of GST and all necessary taxes as applicable as per prevailing rate.**

Note:

- i. In case of any difference found between the rates in figures and in words, minimum of the two will be considered. If the bidder does not accept the correction of the errors as above, his bid shall be rejected and the amount of bid guarantee/security will be forfeited.
- ii. The rates quoted shall be inclusive of all necessary taxes, duties, freight and insurance etc.
- iii. No separate declaration offering discount on price will be allowed. Offered price in the price schedule will be considered final for evaluation. In the event of any bidder found to be involved in corrupt or fraudulent practices in competing for the bid, AEGCL shall reject the proposal. Even if any such thing is detected after award of contract, the contract will be cancelled forthwith without any notice and the PBG shall be invoked. Moreover, AEGCL shall declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- iv. Bidders shall submit their most competitive rates. It may please be noted that incomplete tenders shall not be accepted.
- v. The Techno commercial bid shall be opened on the due date and due time (or on the next working day, in case of holiday) in presence of the bidders or their authorized representatives without delay. Price bids of technically approved bidders will be opened on a separate date after due intimation.
- vi. Post revision of quoted rates, terms and conditions having direct or indirect impact on the quoted rates shall not be accepted and the offer would be rejected and earnest money shall be forfeited. Withdrawal of offer within the quoted validity period shall not be accepted and in that case earnest money shall be forfeited. Employer reserves the right for negotiation of rates, terms and conditions only.

**1.4.1** The Bid submitted by bidders shall contain the following:

- a) **Bid Submission Sheet** (Refer Section 3).
- b) Properly filled up **Price Bid Schedules** including all taxes.
- c) **Tender Fee and EMD.**
- d) Documents relating to **EXPERIENCE** of the Bidder:  
The bidder should have successfully completed, as a prime contractor/subcontractor for the following Work during the previous three (3) financial years:  
"Execution of OPGW stringing/ re-arrangement work in 132KV or above voltage class transmission line (s).  
The cumulative route length of such work shall be at least 25 km."
- e) Documents relating to **PERSONNEL CAPABILITY** of the Bidder.  
The Bidder must be suitably qualified personnel to fill positions required for contract implementations. The Bidder will supply information of the key personnel, design & engineering staff, support staff, field staff giving details of experience in Stringing/Rearrangement/erection of OPGW in 132kv or higher voltage transmission.
- f) Documents relating to **FINANCIAL CAPABILITY** of the bidder.
  - i) The Bidder should furnish necessary documents to show that he has access to, or has available, liquid assets, unencumbered real assets, line of credit and other financial means (inter alia including a Guarantee or an undertaking from a Bank or financier).
  - ii) **The Average Annual Turnover** of the bidder for the last three (03) financial years shall be a minimum of **Rs.25,00,000.00/-** (Rupees Twenty Five Lakhs Only). Bidder must submit annual turnover report in a separate sheet with the certification from approved Charter Accountant/ firm.
  - iii) The Bidder shall submit the scanned copy of **Audited Balance Sheet** and **Income statement** of for the last **(03) 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.
- g) Documents relating to **EQUIPMENT CAPABILITIES** of the bidder.

The bidder should possess the necessary equipment required for execution and completion of the entire scope of work stated in Section 2 Price Schedule. The list of equipment is to be submitted and duly signed by the bidder.

h) Documents relating to **LITIGATION HISTORY** of the bidder.

Bidders shall submit details of all litigation, arbitration or other claims, whether pending, threatened or resolved in the last (03) three years.

#### **1.5.0 Bid Form and Price Schedule**

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clauses 1.7.1, 1.7.2, 1.7.3 and 1.9.0.

#### **1.5.1 Bid Prices**

Bidders shall quote for the entire facilities 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 documents in respect of Execution/Procurement/subcontracting (if any), delivery.

Bidders shall use only the items mentioned in the (Price Schedule) while filling up the Price Bidding Schedules. Any other items which are reasonably inferred or necessary for satisfactory completion of the works covered in the Bidding Document, but which are not specifically specified in the above-mentioned Schedule of Items shall be deemed to be included in other items of those Schedules. No payment shall be made separately for those items.

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

In the Schedules, Bidders shall give the required details and a breakup of their prices, including all taxes, duties, levies, and charges payable for supply (including freight and insurance).

#### **1.5.2 Price Adjustment**

Prices quoted by the Bidder shall not be subject to adjustment during performance of the contract to reflect changes in the cost of labour, fuel, material, equipment and transport components. Duties and Taxes shall not also be adjusted, except there is variation due to changes in legislation of the Country.

#### **1.5.3 Quantity Variation**

"Purchaser" shall have the right to increase/decrease the ordered quantity by 20% within 50 days of the period of completion and the same shall be carried out at the same rates/prices and terms and conditions stipulated in the order except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

#### **1.5.4 Supply of BOQ items**

All the items listed in the BOQ i.e., OPGW, Hardware fittings etc. will be supplied by AEGCL. The successful bidder should collect the items from AEGCL store and return any leftover items after execution of the work. Other related items for successful commissioning of the project will be scope of the bidder strictly.

#### **1.6.0 Bid Validity**

**1.6.1** Bids shall remain valid for a period of **120 (One hundred and twenty) days** after the date of opening of Bids.

**1.6.2** In exceptional circumstances, prior to expiry of the original bid validity period, AEGCL may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with the bid.

### **1.7.0 Alternative Proposals by Bidders**

Bidders shall submit offers, which comply with the Bidding Documents, including the basic Employer's Requirements as indicated in the bidding documents. Alternatives will not be considered.

### **1.8.0 Format and Signing of Bid**

**1.8.1** The bidder shall prepare one original bid proposal, clearly marking as "ORIGINAL-BID PROPOSAL".

**1.8.2** The original and scanned copies of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

**1.8.3** The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by AEGCL, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

**1.8.4** The Bidders must submit the Tender Fee & Bid Guarantee/ EMD in separate envelope, super-scribed as under:

**"TENDER FEE and BID GUARANTEE".**

**1.8.5** The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

**1.8.6** Bids by Corporation / Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company in the matter.

**1.8.7** A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal may be rejected.

**1.8.8** The Bidder's name stated on the proposal shall be exact legal name of the firm.

**1.8.9** Bids not conforming to the above requirements of signing may be disqualified.

### **1.8.10 Sealing and Marking of Bids**

The bidder shall seal the original copy of the proposal in an envelope clearly marking as:

**"ORIGINAL-BID PROPOSAL".**

**1.9.0** The inner and outer envelopes shall

1. Be addressed to the Employer at the following address:

**O/O the Deputy General Manager  
Central Assam T&C and Communication Circle  
AEGCL, Samaguri  
Nagaon - 782140**

2. Bear the following identification:

**"Hotline OPGW works in 132 KV Srikona-Pailapool OPGW Link for Dark Fibre"  
NIT NO: AEGCL/DGM/CATCC/SMG/BID-001/2023/001; Dated: 28 /04/2023**

### **1.10.0 Deadline for Submission of Bids**

Bids must be submitted on stipulated time mentioned in the proposal request letter and no bid can be accepted by the system after expiry of closing time.

### **1.10.1 Late Bids**

Any bid received by AEGCL after the deadline for submission of bids will be rejected and returned unopened to the bidder.

### **1.11.0 Withdrawal of Bids**

**1.11.1** The bidder may withdraw its bid after bid submission, provided that written notice of the withdrawal is received by AEGCL prior to the deadline for submission of bids.



- 1.11.2 The bidder's withdrawal notice shall be prepared, sealed, marked and delivered in, with the envelopes additionally marked "WITHDRAWAL".
- 1.11.3 Withdrawal of a bid during the time between the deadlines for submission of bids and bid validity period specified in Sub-Clause 1.6.0 may result in the forfeiture of the bid security.

#### **1.12.0 Opening of Bids**

- 1.12.1 AEGCL will open the proposals in the presence of bidder's representatives who choose to attend; at **14:00 hours on 24-05-2023** at the following location:

**O/O the Deputy General Manager  
Central Assam T&C and Communication Circle  
AEGCL, Samaguri  
Nagaon – 782140**

\*The bidder's representatives who are present shall sign a register as evidence of their attendance.

- 1.12.2 The bidder's names, the Bid Prices, the presence or absence of Bid Security, and such other details as AEGCL may consider appropriate, will be announced and recorded by AEGCL at the opening. The bidder's representatives will be required to sign this record.

#### **1.13.0 Process to be Confidential**

- 1.14.0 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process.

#### **1.15.0 Clarification of Bid Proposals and Contacting AEGCL**

To assist in the examination, evaluation and comparison of Bids, AEGCL may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors detected by AEGCL in the evaluation of the bids.

#### **1.16.0 Correction of Errors**

Price Proposals determined to be substantially responsive will be checked by AEGCL for any arithmetic errors. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of AEGCL there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

- 1.16.1 If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.

#### **1.17.0 Evaluations and Comparison of Bid Proposals**

The comparison shall be on all components and raw material incorporated including the cost of transportation, local taxes and duties and other services required under the contract with due corrections as per Clause 0.

- 1.17.1 AEGCL will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the

bidding documents. In order to reach such a determination, AEGCL will examine the information supplied by the Bidders and other requirements in the bidding documents.

**Bidders submitting bids which deviate from the time schedule specified will be rejected.**

**1.17.2** AEGCL reserves the right to accept or reject any variation or deviation.

**1.17.3** AEGCL will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be qualified in accordance with the provisions.

**1.18.0 Employer's Right to Accept any Bid and to Reject any or all Bids**

Notwithstanding Clause, AEGCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without assigning any reason and liability to the affected bidders.

**1.19.0 Notification of Award**

Prior to expiry of the period of bid validity prescribed by AEGCL, AEGCL will notify the successful bidder by letter, that its bid has been accepted. This letter ("Letter of Notification of Award") shall mention the amount which AEGCL will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract ("the Contract Price").

**1.20.0 Time for Completion**

All the works covered in the bidding document shall be completed within **Ninety (90) days** from the date of issue of Notification of Award.

**SECTION-2**  
**SPECIAL CONDITION OF CONTRACT**

**2.1.0 Introduction**

**2.1.1.** This section "SCC" supplementary to the "General Condition of Supply & Erection of AEGCL". Whenever there is a conflict the provisions in this shall prevail.

**2.1.2.** The General Condition of Supply & Erection of AEGCL is available in the official website of AEGCL. The bidder shall download the same from the AEGCL website [www.aegcl.co.in](http://www.aegcl.co.in).

**2.2.0 Contractor to Inform Himself Fully**

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

**2.3.0 Performance Security**

**2.3.1** Performance Bank Guarantee @ 10% of total contract value valid for 24 months from the date of completion of work has to be submitted within 10 days from the date of issue of Notification of Award.

**2.4.0 Guarantee/Warranty**

- i. The Bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- ii. The Bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- iii. The warranty shall remain valid for a period of **24 (Twenty-Four months) months** from the date of completion of the project. If during the Period of Warranty any defect should be found, the Purchaser shall give Notice to the Bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Bidder to inspect such defects.
- iv. If having been notified, the Bidder fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Bidder, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

**2.5.0 Project Manager**

**Assistant General Manager, CA Communication Division, AEGCL, Samaguri**

**2.6.0 Project Authority**

**Deputy General Manager, CA T&C and Communication Circle, AEGCL, Samaguri**

**2.7.0 Extension of Time**

**2.7.1.** There will be no extension of time. The contractor will have no right to request for extension except under force majeure. Time is the essence of this contract.

**2.8.0 Variations, Additions and Omissions**

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

## 2.9.0 Terms of Payment

The terms of payment for the works shall be as follows:

- i. In total 8 (eight) Nos. of progressive erection invoice/ bill would be entertained.
- ii. The 1<sup>st</sup> progressive erection invoice/ bill would be entertained on completion of 30% of total erection of the project.
- iii. Thereafter, erection invoice/ bill can be submitted on completion of 10% of the subsequent erection work.
- iv. 6 (six) Nos. of progressive invoice/ bill would be entertained in 6 (six) equal installments @10% or a proportionate progressive erection works as deemed fit by the AEGCL.
- v. Remaining 10% of the erection value would be paid on completion of 100% erection, testing and commissioning activities of the project.
- vi. No advance/Mobilization advance shall be made in this contract.
- vii. No claim for interest shall be entertained by AEGCL.
- viii. Final payment shall be released to the contractor only after completion of the work in all respect and final acceptance by AEGCL.
- ix. Payment is subject to availability of specific fund.
- x. The Bidder / Firm will have to be submitted the following Net Banking details.
  - i. Banker's Name & Branch
  - ii. Account No
  - iii. Banker's address
  - iv. Banker's IFSC Code
  - v. Banker's RTGS Code
- xi. **All payment shall be made from the office of the DGM, CA T&C, Communication, Circle, AEGCL, Samaguri, Nagaon – 782140 . The bills after due verification and passing by the concerned consignee should be placed to the DGM (CA, TCC Circle, AEGCL) for payment. All billing transactions must be in strict adherence with AEGCL payments terms and clause. Bank Guarantees (BG) submitted along with the bid or to be submitted should be from any branch of nationalized or scheduled Bank of RBI located in Assam. In case of Bidder fails to submit Performance Bank Guarantee, AEGCL shall have the right to forfeit in full or in part thereof at its absolute discretion the performance security deposit furnished by the supplier, If the successful bidder fails or neglect to perform any of his obligations/duties mentioned in scope of work.**
- xii. **Payment shall be released subject to the following conditions: -**
  - a) Work should be strictly conforming to scope mentioned in the Bid.
  - b) Proper submission of triplicate documents/bills duly verified by Office of AGM, communication, CA, Samaguri Pin: 782140 bills along with all relevant documents viz., Delivery Challan, other documents etc, Bill Passing Journal Voucher,etc. complete in every aspect in strict adherence to transactions in AEGCL system.

## 2.10.0 Liability for Accidents and Damage

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

- (a) The negligence of the contractor and his workers, agents, subcontractors; and/or
- (b) The lack of or inadequacy of safety devices on equipment supplied under this contract.

**2.11.0 Penalty for Delayed Execution**

**2.11.1.** In the event of delay in completing the work extending beyond the date of completion or beyond any extension, permitted by AEGCL, the contractor shall pay as agreed liquidated damage and not as a penalty a sum equal to 0.5% of the contract price under this contract for each week of delay or part thereof subject to a maximum of 10% of the contract price.

**2.11.2.** AEGCL is at liberty to cancel the contract wholly or in part and to purchase materials/equipment and execute the erection work at the full risk and cost of the supplier and forfeit the security deposit.


**2.12.0 Settlement of the Dispute & Arbitration**

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

**2.13.0 Force Majeure**

**2.13.1.** Force majeure shall mean any event beyond the reasonable control of the Purchaser or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include wars, rebellion, act of Government, strike, natural or physical disaster, etc. Any constraints other than those specified above, will not constitute a force majeure condition. In view of other constraints beyond the control of the contractor, primarily due to statutory compulsion, extension of time may be considered on merit of individual case. In case of a force majeure condition, the contractor shall notify the purchaser in writing of such condition within 10 days after the occurrence of such event for consideration and acceptance.

**2.13.2.** Any other point not specifically mentioned will be as per General conditions of supply and erection 2009 of AEGCL for the whole tender.

  
Deputy General Manager  
CA T&C, Comm, Circle,  
AEGCL, Samaguri.

### SECTION- 3

## BID SUBMISSION SHEET AND PRICE SCHEDULE

### 1. Bid Submission Sheet

Name of BID: \_\_\_\_\_

NIT: \_\_\_\_\_

To,  
O/O the Deputy General Manager  
Central Assam T&C and Communication Circle  
AEGCL, Samaguri  
Nagaon - 782140

Sir,

We have examined the General Conditions of Contract, Technical Specification, Schedules, and Addenda Nos \_\_\_\_\_ (if any). We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute the said works for purpose in conformity with these documents and the enclosed Proposal (Offer), for the fixed sum of Rupees.....

(..... *total price in figures and words*).

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

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

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

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

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

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

Yours faithfully

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bids for and on behalf of \_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

## 2. Price schedule

Sl no	Particulars for Erection & Commissioning	Unit	Qty	Rate (Rs.)	GST	Amount (Rs.)
1	<b>24F DWSM OPGW Live Line Installation</b>					
1.1	24F DWSM Fibre Optic Installation Live Line	KM	4.7			
2	<b>Joint Box (JB)and splicing works</b>					
2.1	Installation of JB above ground (Including splicing and testing)	Nos.	2			
3	<b>OTDR &amp; LSPM Report</b>					
3.1	OTDR & LSPM Report	Lot	1			
4	<b>Tools and Tackles Transportation</b>					
4.1	Tools and Tackles Transportation	Lot	1			

\* The rate quoted should be exclusive of GST

\* GST should be shown separately with specific applicable percentage.

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**

**(To be stamped in accordance with Stamp Act)**

The non-Judicial stamp paper should be in the name of issuing bank

**Appendix 1 - Form of Performance Security**

**Bank Guarantee**

**(To be stamped in accordance with Stamp Act)**

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

**Bank's Name:**

**Address of Issuing Branch or Office:**

**Email id and phone no for correspondence:**

**Beneficiary: Managing Director, AEGCL**

**Name and Address of Purchaser**

**Bid Security No.:**

WHEREAS \_\_\_\_\_ [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of LoA No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [*name of Contract and brief description of Works*]

(herein after called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized/scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [*amount of Guarantee*]

\_\_\_\_\_ [*in words*], such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of

\_\_\_\_\_ [*amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

BG expiry date:

BG clam date:

***Bank's seal and authorized signature(s)***

***NOTE***

- 1. All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.*
- 2. This guarantee shall be valid upto 30 days beyond the Warranty Period as per the Contract.*
- 3. For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*

***Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.***



**Appendix-2**

**PROFILE OF THE BIDDER**

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

Sl. No.	Particulars	To be filled by Bidder
a)	Name of the Bidder	:-
b)	Registration with Memorandum of Association	:-
c)	PAN	:-
d)	GST Registration number	:-
e)	Employees Provident Fund	:-
f)	Employees State Insurance certificate	:-
g)	Labour License registration	:-
h)	Income Tax Clearance Certificate	:-
i)	Annual Turnover (Last 3 Years)	
j)	Bank Solvency	
k)	Professional Tax Registration	:-
l)	Date of Establishment/ Incorporation	:-
m)	Postal Address	:-
	House No.	:-
	Lane	:-
	Street	:-
	Town/Village	:-
	Post Office	:-
	P.S.	:-
	District	:-
	Pincode	:-
n)	Telephone Number	:-
	Mobile No.	:-
	E-Mail Address	:-
	Website	:-
o)	Name(s) of the Owners / Directors/Partners	:-
p)	Name of the Banker with Address and Telephone Number	:-
q)	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:- Email Address:-

### Appendix-3

#### WORK EXPERIENCE OF THE BIDDER

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 work orders along with Performance certificate for similar nature of work executed within last 3 (Three) years at any Govt. Dept., PSU etc. As per guidelines laid down in **clause (B) i.e. (ELIGIBILITY QUALIFICATION) 3. i.e. (TECHNICAL QUALIFICATION)**.

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

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

NB:- The Bidder may prepare extra sheet if required

Appendix-4

**FINANCIAL QUALIFICATIONS**

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

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

1.	<b>Financial Qualifications:</b>
	Minimum average annual turnover of Rs..... calculated as total certified payments received for contracts in progress or completed.
	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.