

ASSAM ELECTRICITY GRID CORPORATION LIMITED

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TERMS, CONDITIONS AND TECHNICAL SPECIFICATIONS OF CONTRACT WITH ITEM RATE SCHEDULE

Bid Identification No: AEGCL/DGM/LAC/TT/TLS-69/2023/707; Dated: 19/12/2023

Bidding Document
for
Providing Chain link fencing and gate for the Kahilipara Community Hall at Kahilipara AEGCL Colony.

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

SECTION-1
INSTRUCTION TO BIDDER

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

| Sl. No. | Name of work | Estimated value of work | Time of completion | Fund provision |
|---------|---|------------------------------|---|--|
| 1. | Providing Chain link fencing and gate for the Kahilipara Community Hall at Kahilipara AEGCL Colony. | Rs. 3,07,464.00 incl. of GST | 45 (Forty-five) days from the date of site handover | Colony Maintenance Fund for FY 2024-25 |

1.0 Tender Paper Cost and Mode of Payment:

1.1 Bidder has to pay non-refundable tender document cost @ **Rs. 500.00 (Rupees Five Hundred) only** in the form of A/C payee Demand Draft/Bankers Cheque in favour of the 'AEGCL, Guwahati'. Please refer to NIT.

1.2 Interested bidders may obtain further information from the office of the Deputy General Manager, Lower Assam T&T Circle, AEGCL, Narengi, Guwahati - 781026, Assam.
[e-mail: dgmmtc.guwahati@aegcl.co.in]

2.0 Bidding address:

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

3.0 Bidding Procedure:

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

3.2 Two different envelopes (inner) are to be used as follows-

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

Envelope-2: Price Bid.

3.3 Both the inner envelopes are to be enclosed in an outer envelope and submitted duly. The inner and outer envelopes shall:

- a. Bear the name and address of the bidder
- b. Bear address to the bidding authority
- c. Bear the specific identification of this bidding process indicated in the Bid Document.

3.4 If all the envelopes are not sealed and marked as required, the employer will assume no responsibility for misplacement or premature opening of the bid.

3.5 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.

3.6 If the 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.

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

3.8 Bidders or their authorized representatives may remain present during the opening of the tenders.

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

3.10 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.

4.0 Validity of Bid:

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

5.0 Bid Security/Earnest Money and Mode of payment:

- 5.1 For participation in the bidding procedure, participants must compulsorily pay the Bid Security / Earnest Money Deposit amounting to **Rs. 6100.00 (Rupees Six Thousand and One Hundred) only** in the form of DD/Fixed Deposit/Bank Guarantee/Banker's Cheque in favour of '**AEGCL, Guwahati**'. The original copy of the Bid Security must be submitted alongwith relevant documents in Envelope-1.
- 5.2 The bid security of the successful bidder shall be returned as promptly as possible once the successful bidder has signed the contract and furnished the required performance security.
- 5.3 The bid security of the unsuccessful bidder shall be returned as promptly as possible upon the successful bidder has furnished the required performance security.
- 5.4 The bid security may be forfeited:
- A. If a bidder withdraws his bid during the period of bid validity specified by the bidder.
 - B. If the successful bidder fails to
 - i. Sign the contract within the specified period.
 - ii. Furnish a performance security within 15 days time.
- 5.6 If a bid securing declaration is not executed in accordance to the above, AEGCL may declare the bidder ineligible to be awarded a contract by the AEGCL for the period of time stated in the form of Bid Securing Document.

6.0 Format and signing of bid:

- 6.1 The bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid and clearly mark it ORIGINAL- TECHNICAL BID and ORIGINAL-PRICE BID.
- 6.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the bidder. This authorisation shall consist of a written confirmation as specified in the Bid Document and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 6.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person assigning the bid.

7.0 Eligibility Criteria

- 7.1 A Bidder may be a private entity or a government-owned entity. However, **no Joint Venture Bid shall be allowed.**
- 7.2 A Bidder, and all partners constituting the Bidder, shall have Indian nationality. A Bidder shall be deemed to have the nationality of a country if the bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of Republic of India. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 7.3 AEGCL considers a **conflict of interest** to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Anticorruption Policy'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 interests has flawed the integrity of any procurement process.
- Consequently, all Bidders found to have a conflict of interests shall be disqualified. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- a. They have controlling partners in common; or
 - b. They receive or have received any direct or indirect subsidy from any of them; or
 - c. They have the same legal representative for purposes of this bid; or
 - d. They have a relationship with each other, directly through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the employer regarding this bidding process; or

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

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

7.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL.

7.6 The bidders who have already been awarded works from this end but not completed in time and also applied for time extension for several times, they are not eligible for participating in this tender process.

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

8.0 Financial Capability:

8.1 Bidder is required to submit along with the bid the audited balance sheets and other legal financial statements duly endorsed by CA acceptable to the AEGCL, for the last three (3) years to demonstrate the correct soundness of the bidder's financial position and its prospective long term profitability. As a minimum, an applicant's net worth calculated as the difference between total assets and total liabilities should be positive.

8.2 **Average Annual Turnover:** Minimum average annual turnover should be 50% of the total estimated value of work calculated as total certified payments received for contracts in progress or completed, within the last three years duly verified by CA.

The bidder must submit a list of all the ongoing works being executed by him along with their estimated amounts and the same must be endorsed by him.

8.3 **Financial Resources:** Bidder need to demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

- a. The following cash flow requirement of 30% of the total value of work
- b. The overall cash flow requirements for this contract and its current works commitment.

8.4 Bidder must keep GST liabilities up to date and must submit the up-to-date GST return acknowledgement.

9.0 Experience:

9.1 Experience in relevant work under contracts in the role of contractor, sub-contractor or management contractor in AEGCL or any other govt. organization/PSU within the last 7 (seven) years that has been successfully and substantially completed prior to the bid submission deadline against which applications are invited should be either of the following:

- a) **Three completed similar works costing not less than an amount equal to 40% of the estimated cost, or**
- b) **Two completed similar works costing not less than an amount equal to 50% of the estimated cost, or**
- c) **One completed similar works costing not less than an amount equal to 80% of the estimated cost**

Note: The nature of works should be clearly defined. The bidder must submit all the documents such as work order, completion certificate, etc along with the bid for scrutiny by AEGCL. In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the Project.

10.0 Documents comprising the bid

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

10.2 The Bid submitted by bidders shall contain the following:

- a) Bid Submission Sheet
- b) Duly signed bid document
- c) Documentary evidence to establish that the Bidder meets the qualifying requirements in accordance with Clauses 7.0, 8.0 and 9.0.
- d) Documents to be furnished as per Clause 10.3.

- e) The Bid Guarantee (Bid Security) in accordance with Clause 5.0 & its sub-clauses of this Section.
- f) All Bidding Schedules properly filled up including Price Bid Schedules.
- g) All other information and documents as required in the Technical Specification.

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

- a) 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.
- b) Copies of PAN, GST Registration Certificate as per Goods & Services Tax laws alongwith up-to-date GST return acknowledgement.
- c) Copy of valid Labour Licence issued by competent authority in the State of Assam or in the State where the bidder's business is registered.
- d) Total monetary value of similar work performed by the bidder in each of the last three years.
- e) Experience in works of a similar nature and volume (as mentioned above in clause no 9.1), and details of works under way or contractually committed in AEGCL.
- f) and details of works under way or contractually committed in AEGCL.
- g) Qualifications and experience of key site management and technical personnel proposed for the Contract.
- h) 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 financial year including IT return duly acknowledged by the tax department for the last 3 three years.
- i) Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, uncumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the cashflow requirement plus its financial obligation for its current contract commitments.
- j) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- k) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- l) Detailed list of tools, plants, equipment's and machinery available with the tenderer along with their value

11.0 Evaluation Criteria:

11.1 Evaluation will be done on the basis of Bid Clause No. **7.0**, Eligibility, Cl. No. **8.0** Financial Capability, Cl. No. **9.0** Experience and in accordance with **Annexure I** to be duly filled in, signed and submitted by the bidder.

11.2 Price bid of only **Responsive Techno-Commercial Bidders** will be opened.

11.3 **Arithmetical error**, if observed while in price bid evaluation, same will only be corrected.

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

11.3.2 The amount stated in the Form of Bid for Price Proposal will be adjusted by AEGCL in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.

11.4 **Any post bid correction request will NOT BE ENTERTAINED.**

11.5 **Price bid envelope of the non-responsive Techno-Commercial bidders will be returned** to the respective bidders against submission of a written request by the bidder.

11.6 For equipment and materials, the comparison shall be of the ex-factory price of equipments and materials offered (such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated); plus the cost of transportation, local taxes and duties, civil works, installation and other services required under the contract with due corrections as per Clause 11.3.0. AEGCL's comparison will also include the costs if any, resulting from application of the evaluation procedures described in Sub-Clause 11.7.

11.7 AEGCL will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, AEGCL will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

(a) Qualification

- (i) the determination will take into account the Bidder's financial and technical capabilities and past performance; it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 1.9.0 as well as such other information as AEGCL deems necessary and appropriate; and
 - (ii) an affirmative determination will be a prerequisite for AEGCL to continue with the evaluation of the proposal; a negative determination will result in rejection of the Bidder's bid.
- (b) Technical**
- (i) overall completeness and compliance with AEGCL's Requirements; the technical merits of materials and equipment offered and deviations from AEGCL's Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;
- (c) Commercial**
- (i) Deviations and omissions from the contractual and commercial conditions as identified in the Bid.
 - (ii) compliance with the time schedule called for in the Bidding Document and evidenced as needed in a milestone schedule provided in the bid; and
 - (iii) the functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment.

11.7.1 Pursuant to Sub-Clause 10.7, the following evaluation methods will be followed:

- (a) **Time Schedule:** The plant and equipment covered by this bidding are required to be shipped, installed and the facilities completed within the period specified in Sub-Clause
Bidders submitting bids which deviate from the time schedule specified will be rejected.
- (b) **Deviations from the Bidding Document:**
Bidders shall base their Bid price on the terms & conditions specified in the Bidding Documents.
Bids with material deviations and omissions shall be rejected.
- (c) **Functional Guarantee of the facilities:**
Bidders shall state the functional guarantees (e.g. guaranteed performance or ratings or efficiency) of the proposed Goods in response to AEGCL's Requirements (Technical Specifications). Goods, Plant and equipment offered shall have a minimum performance (functional guarantees/ratings) specified in the Technical Specifications to be considered responsive. Bids offering Goods, plant and equipment with functional guarantees less than the minimum specified shall be rejected.

11.7.2 The following methodology will be practiced for identification and treatment of the Abnormally Low Bids (ALB) in this tender process of AEGCL:

(a) Identification:

For the identification of the Abnormally Low Bids, two approaches as applicable shall be adopted:

- (i) **Absolute Approach** when there is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is abnormally low.
- (ii) **Relative Approach** is a statistical comparison method which will be applied when there are more than five nos. of substantially responsive bids. A potential ALB is identified where the low Bid is more than one standard deviation below the average of substantially responsive bids received.

In this approach first the Average bid price is determined and then by deducting the standard deviation from the average bid price, potentially ALB may be determined.

(b) In case of ALB, the tender evaluation committee of the respective tenders shall undertake the following three stage review which are as follows:

- i) Identify ALB as per the step mentioned in Clause No.(a).(i) and 10.b).(ii) whichever is applicable.
- ii) Clarify and analyse the bidders resource inputs and pricing, including overheads, contingencies and profit margins. In that respect committee may seek the reference of the guidelines of World Bank, AIIB, ADB etc.
- iii) Decide whether to accept or reject the tender.

(c) Additional Performance Security in case of acceptance of ALB:

- i) If any abnormally low bid is accepted under point no. (b) (iii), after taking of additional performance security as per the assessment of the committee, however the total performance security should not have to exceed 20% of the total contract value.

- ii) The additional performance security shall be treated as part of the original performance security and shall be valid for a period coextensive with the applicable defect liability period of the contract.
- iii) Non submission of the additional performance security shall constitute sufficient ground to rejection of the bid and similar assessment shall be initiated for the next ranked bidder identified as ALB.

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

12.0 Late Bid:

12.1 Any bid submitted after the due date and time will be rejected without any prejudice.

12.2 AEGCL will not be responsible for any postal delay and/or Courier delay in delivering the bid. The same received after the scheduled closing date and time will be will be rejected without any prejudice.

12.3 Bidding through EMAIL WILL NOT BE ACCEPTED.

13.0 Clarification:

13.1 A prospective bidder requiring any clarification of the bidding document shall contact the AEGCL by writing at the AEGCL's address indicated in the BDS or raise his enquiries prior to three days of the closing of the bid. The employer will respond to any request of clarification provided that such request is received no later than three (3) days prior to the deadline for submission of bids. The AEGCL's response shall be in writing with copies to all bidders who have acquired the Bidding Document including a description of the enquiry but without identifying its source. Should AEGCL deem it necessary to amend the bidding Document as a result of a request for clarification, it shall do so.

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

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

14.0 Amendment of Bidding Document:

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

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

14.3 To give prospective bidders responsible 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.

15.0 Preparation of Bids by the Bidders:

15.1 Cost of Bidding

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

15.2 Language of Bid

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

15.3 Bid Prices

15.3.1 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 and subcontracting (if any), delivery, construction, installation and completion of the Work. This includes all requirements under the Contractor's responsibilities for completing the work and where so required

by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

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

15.3.3 **The GST payable on the work should be indicated separately. In case of failure to indicate so, AEGCL will consider such taxes are included in the offered price.**

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

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

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

The Bided Price should on Fixed Price basis, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

16.0 Negotiation with successful bidder:

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

17.0 Materials of Construction:

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

- a. Cement of approved brand of manufacture as per specification confirming to IS 269, 1970. (*Cement grade to be specified as per the instance of work*). The grade of cement shall not be less than M 20.
- b. Reinforcement bars conforming to relevant IS Code for RCC works, (TMT bar).
- c. Prior approval from Engineer-in-charge or his authorized representatives shall have to be obtained for utilization of cement/steel brought to the site.
- d. Purchased documents of cement/steel shall have to be produced and kept in record in the contractor bill.
- e. The cement/steel purchased from the authorised dealer of local market may be allowed to use after checking the quality.
- f. The contractor has to submit Concrete Cube Test reports from time to time. The test must be conducted in reputed test laboratory at their own cost.

18.0 Contract Agreement:-

- a. An agreement shall have to be drawn on non-judicial stamp of appropriate value with the Department by the selected Contractor in AEGCL's General Conditions of Supply and Erection 2009 of contract within 10 (ten) days from the date of issue of the LOI/Work Order.
- b. Wherever there is any variation in between the conditions of the AEGCL's General Conditions of Supply and Erection 2009 and the above terms & conditions, this bid conditions will supersede the conditions of the AEGCL's General Conditions of Supply and Erection 2009.

19.0 Liquidated Damage:

The date of completion of work shall be deemed to be the essence of the contract and shall not be completed no later than the date specified in the contract. In case of failure to complete the work within the stipulated period AEGCL shall be entitled to:

19.1 Recover an amount at the rate of 1% (One percent) of the Contract Price per week of delay, subject to maximum of 10% (Ten percent) of the contract price as liquidated damage to AEGCL.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the works or from any other obligations and liabilities of the Contractor under the Contract.

19.2 To complete the balance work giving notice to the Contractor/Firm and to recover any extra expenditure incurred thereby for having to complete the work at a higher price at the risk and responsibility of the Contractor/Firm.

19.3 Contractual failure:- Refer clause No.27.1 of AEGCL's General Conditions of supply and erection 2009.

20.0 PERT Chart and/or BAR Chart:

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

21.0 Site Facility

21.1 AEGCL will not provide any accommodation at the work site for the contractor and their field personnel. The same have to be arranged by the Bidder/Firm from their own. The contractor shall provide Medical/Hygienic facilities to the personnel engaged by them.

The quoted price shall be deemed to include charges for all site facilities for labour that are considered necessary for execution of the work. Subject to availability of land the AEGCL may provide free site for labour camp, construction of yard etc close to site of work.

No assurance can be given regarding the vulnerability of AEGCL's land given for use to the Bidder to flooding during high floods. The AEGCL undertakes no responsibility or liability in this regard.

The bidder shall make his own arrangement for arranging power supply as may be required for work. The AEGCL may, however assists in recommending his/their application to the Electricity Supply Utility for the power supply on payment basis as per norms of the Electricity Supply Utility.

21.2 No claim shall be entertained from the bidder for making his own arrangement for approach roads from outside PWD road to the site and bidder will bear entire expenses

22.0 Insurance:

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

23.0 Warranty:

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

24.0 Safety:

Each and every safety measures for MAN and MACHINE will be the sole responsibility of the Contractor without any prejudice. Compensation claim if any will also be the responsibility of the contractor without any prejudice. As the contract is Turnkey in nature hence AEGCL will not bear any responsibility towards such claim.

25.0 Pollution:

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

26.0 Payment Terms:

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

26.2 First and final bill may be admissible on completion of the work in all aspects.

26.3 Final payment shall be released to the contractor only after final acceptance by AEGCL.

26.4 No claim for interest shall be entertained by AEGCL in respect of any money or balance which may be in AEGCL's hands owing to any dispute or difference or misunderstanding between the contractor and the AEGCL or due to the reason beyond the reasonable control of AEGCL.

26.5 Payment is subject to availability of specific fund.

26.6 The quantities may vary as per site requirements. Actual work done quantities will be measured after completion of work and will be paid as per certification by Engineer-in-charge.

26.7 TDS at actual will be deducted from the payable amount against each invoice/bill.

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

- a) Banker's Name & Branch
- b) Account No
- c) Banker's address
- d) Banker's IFSC Code
- e) Banker's RTGS Code

27.0 Performance Security Deposit:

- 27.1 The materials and entire work is to be guaranteed against defective design, materials and workmanship and for satisfactory performance for a period of 365 days from the date of final acceptance of the completed work. Performance Guarantee will be in the form of Bank Guarantee of 10% of the contract amount.
- 27.2 The successful bidder shall have to deposit through a **Bank Guarantee** 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, immediately within 10 (ten) days from the issue of the letter of intent/detailed orders (as the case may be), duly pledged in favour of the "**AEGCL, Guwahati**", and such security deposit shall be valid up to 30 days beyond the warranty period of 12 (twelve) months.
- 27.3 Please note that, if the selected Bidder / Firm fails to submit the Performance Security in the form of Bank Guarantee, an amount equivalent to 10% of the Contract Price shall be retained as Security Deposits which shall be retained up to 90 (ninety) days after the end of Warranty Period.
- 27.4 If the bidder / firm fails or neglects to observe and perform any of his obligations under the contract, Purchaser (AEGCL) shall have the right to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the Contractor/Firm.
- 27.5 If the value of the work increases from original ordered value, the contractor has to provide performance guarantee for the additional amount.
- 27.6 No interest shall be payable on such deposits.

28.0 Force Majeure Condition:

Force Majeure condition shall be considered as any circumstances beyond reasonable control of the party claiming relief, including but not limited to strikes, lockdown, 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.

29.0 Settlement of Dispute and Arbitration:

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

30.0 Scope of Work:

The work should be undertaken as per approved drawing, BOQ and following points **wherever applicable**. The scope of work under this contract consists of providing of all labours, materials, scaffolding, equipment and plants and transportation of all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work. The scope of work covered by this specification is primarily complete civil works.

30.1 Excavation for Structures:

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

30.1.2 When required by the Engineer-in-charge, materials in the last 500mm of depth of the excavations shall not be removed until immediately before the concrete is to be placed.

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

foundation grade at the cost of the contractor.

- 30.1.4 Where water is met with during excavation due to stream flow, seepage, sorings, rain or other reasons, the contractor shall take adequate measures such as bailing, pumping, constructing diversion channel, drainage channel, ponds and other necessary works to keep the foundation trenches dry and other necessary and to protect the green concrete against damage by eruption or sudden rising of water level. Approval of the Engineer-in-charge to any method adopted for the adequacy of dewatering and protection arrangements and for the sound safety of the work shall be required.
- 30.1.5 Refilling of foundation pits and trenches shall be carried out only after the foundation and structure works within the excavation have been inspected and approved by the Engineer-in-charge. Unless otherwise directed by the Engineer-in-charge all fillings shall consists of approved materials. All space between foundation concrete and the sides of excavation shall be refilled to the original surface using approved plant, in single layers not exceeding 250mm loose thickness which shall be watered and completed to a dry density not less than that of the adjoining soil strata. Timber sheeting and other excavation support shall be carefully removed as the filling proceeds but the removal of such supports will not relieve the contractor of his responsibility for the stability of the works.
- 30.1.6 Test Block is to be submitted by the contractor for Testing. Testing fees will be deducted from the subsequent Invoice of the Contractor. In case of failure of Test Block during the Test. The work carried out will be rejected and contractor will have to reconstruct at his / their cost and labour without any prejudice.

30.2 Form Work:

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

- 30.2.1 Forms for concrete shall be made of either metal or timber suitably lined and of substantial and rigid construction true to shape, alignment and dimensions as shown on the approved drawings.
- 30.2.2 Forms 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 of the construction, all pressure, ramming and vibration, movement of persons, materials and plant during and after placing the concrete. Special measures shall be taken to ensure that the form work does not hinder the shrinkage of concrete because without this cracking could occur before the form work is removed.
- 30.2.3 When the Firms are ready for commencing concreting, the contractor shall inform the Engineer-in- charge or his representative to inspect and accept the forms as to their strength, alignment and general fitness. Being satisfied with the form work Engineer-in-charge then may allow the contractor for pouring concrete but safety of men, machinery, materials and for result obtained.

30.3 Workability of Concrete:

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

- (i) Cement shall have to be weighed from bulk stocks at site and not by bags, it shall be weighed separately from the aggregates.
- (ii) Water shall either be measured by volume in calibrated buckets or weighed. All necessary equipment shall be maintained in a clean and serviceable condition. Their accuracy shall be periodically checked.
- (iii) To maintain the specified water cement ratio constant and at its correct value, moisture contents in both fine and coarse aggregates shall be determined with reference to IS: 2386 (Part-III) and amount of mixing water shall then be adjusted suitably.

30.3.1` Mixing Concrete:

- (i) All concrete shall be mixed at site in a drum type mechanical mixer in first class working condition. Mixing shall be continued till materials are uniformly distributed and an uniform colour of the entire mass is obtained and each individual particle of the coarse aggregate shows complete coating of cement mortar. The mixing shall in no case be less than 2 minutes after all the ingredients have been put into the mixer.
- (ii) Mixer which has been out of use for more than 30 minutes shall be thoroughly cleaned before putting in a new batch. Mixing plant shall be thoroughly cleaned before and after use. A standby mixing plan equivalent to that

in use shall be provided and maintained ready for immediate use during any break down.

30.3.2 Construction Joints:

- (i) All construction joints horizontal or vertical shall be at predetermined position according to approved drawing or as directed by the Engineer-in-charge. Prior to commencement of fresh concreting over any construction joint which has set but hardened, the removal of laitance and roughening shall be done by wire brushing and washing and care shall be taken to avoid dislodgement of coarse aggregates.
- (ii) At construction joints where the concrete has hard, any skin or laitance shall be thoroughly hacked, swept cleaned and washed with clean fresh water. The surplus water shall be removed immediately before depositing fresh, concrete. The neat cement, grout shall be followed by 13mm thick layer of cement mortar of same proportion as in concrete and the concreting resumed immediately thereafter. The first batch of fresh concrete shall be forced hard on to the mortar layer and the set faces, angles and corners by means of compacting tools, vibrators etc. and the damping effect on vibration in such position shall be allowed for.
- (iii) Construction joints shall be avoided as far as possible in case of structure, especially at tensile zones. Where unavoidable, concreting shall be carried out continuously up to such joints which shall preferably to transverse to the line of main compression. However, in all cases, the position of construction joints shall be predetermined and got approved by the Engineer-in-charge.

30.3.3 Reinforcements:

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

30.3.4 Weep Holes:

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

30.4 Brick Masonry

Brick work in cement mortar with 1st class brick including racking out joints and dewatering if necessary, and curing complete as directed in sub-structure up to plinth level.

All works cited above shall be performed in conformity with the standard technical specifications in accordance with the drawing approved and release for construction by the employer during the course of work.

30.5 Additional Works If Any:

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

The actual necessary cost will include:-

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

30.6 Plea of Custom:

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

31.0 Final Acceptance and Taking Over:

When the term of contract shall be fully complied with completing all works as per approved drawing and technical specifications to the satisfaction of the Department for a period as applicable, the Contractor/Firm shall have to submit completion certificate to the office of the undersigned after the satisfactory completion of the work through the executing authority for finalization of the work/payment as well as for the final acceptance and taking over the completed work and to issue the necessary certificate thereof.

32.0 Performance Guarantee / Defect Liability Period:

The materials and entire construction/work is to be guaranteed against defective design, materials and workmanship and for satisfactory performance for a period of 365 days from the date of final acceptance of the completed work.

33.0 Right to Reject:

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

Appendix-1

BID SUBMISSION SHEET

(To be submitted in Bidder's Letterhead)

To,

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

Sub: Submission of Bid Document

NIT No. :-

Name of work:-

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, considering cost of design & preparation of structural drawing, materials, labours, haulage, taxes, royalty etc.

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

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

Yours faithfully

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

Address

Appendix-2

PROFILE OF THE BIDDER

| Sl. No. | Particulars | To be filled by Bidder |
|----------------|---|---|
| a) | Name of the Bidder | :- |
| b) | Registration with Memorandum of Association | :- |
| c) | PAN | :- |
| d) | GST Registration number | :- |
| e) | Labour License registration | :- |
| f) | Income Tax Clearance Certificate | :- |
| g) | Date of Establishment/ Incorporation | :- |
| h) | Postal Address | :- |
| | House No. | :- |
| | Lane | :- |
| | Street | :- |
| | Town/Village | :- |
| | Post Office | :- |
| | P.S. | :- |
| | District | :- |
| | Pin code | :- |
| i) | Telephone Number | :- |
| | Mobile No. | :- |
| | E-Mail Address | :- |
| | Website | :- |
| j) | Name(s) of the Owners / Directors/Partners | :- |
| k) | Name of the Banker with Address and Telephone Number | :- |
| l) | 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:- |

Note: Bidder may attach additional sheets, if required.