

# ASSAM ELECTRICITY GRID CORPORATION LIMITED

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

**Bid Identification No: AEGCL/CGM/SLDC/T-177/23-24/Fabrication & Installation of New Gate /BID; Dated: 20/12/23**

Bidding Document  
for

**Fabrication & Installation of a new gate at SLDC, AEGCL, Kahilipara, Ghy-19**

CHIEF GENERAL MANAGER  
SLDC  
AEGCL, KAHILIPARA, GUWAHATI-19

**SECTION-1**  
**INSTRUCTION TO BIDDER**

For and on behalf of the Managing Director, AEGCL, the Chief General Manager (SLDC), AEGCL invites sealed proposals in prescribed form, from reputed Engineering firms/Contractors for the following work. A single-stage two envelope procedure (**Techno-Commercial and Price Bid**) will be adopted for this proposal.

Sl. No.	Name of work	Estimated value of work	Time of completion	Fund provision
1.	<b>Fabrication &amp; installation of new gate at the entrance at SLDC, AEGCL, Kahilipara, along with some other associated works</b>	<b>Rs.3,95,932.00 incl. of GST</b>	<b>60 days from issue of LOI</b>	<b>Fund of AERC for Capitalization for the control period, FY 2023-24 against SLDC.</b>

**CRITICAL DATES:**

Tender start date and time:	12:00 hrs of	26.12.2023
Tender Submission start date & time	12:00 hrs of	26.12.2023
Tender end date and time:	12:00 hrs of	17.01.2024
Tender Opening date and time:	12:00 hrs of	18.01.2024

**1.0 Proposal Paper Cost and Mode of Payment:**

- 1.1 Bidder has to pay non-refundable proposal document cost **@ Rs. 500.00 (Five Hundred only)** in the form of A/C payee Demand Draft/Bankers Cheque in favour of the 'CGM, SLDC, AEGCL, Guwahati. Please refer to NIT.
- 1.2 Proposal papers can be purchased on application in plain paper to the **Chief General Manager, SLDC, AEGCL, Kahilipara, Guwahati-19**

**2.0 Bidding address:**

- 2.1 **CHIEF GENERAL MANAGER  
SLDC, AEGCL  
KAHILIPARA, GUWAHATI-19**

**3.0 Bidding Procedure:**

- 3.1 All proposals 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, Proposal 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 proposals shall have to be submitted on or before the last date and time of submission of proposals 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 proposals reach the office address on or before the specified date and time of submission of proposal. AEGCL will not take any responsibility for loss, damage, tempering or delay of proposals sent by post.
- 3.7 Proposal 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 proposals.
- 3.9 Only Price Bid of responsive Techno-Commercial Bidders will be opened.
- 3.10 AEGCL has the right to cancel the proposal 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. 7920.00 (Rupees Seven Thousand Nine hundred & twenty ) only** in the form of Bank Guarantee in favor of CGM, SLDC, AEGCL. The original copy of the Bid Security must be submitted along with 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 once 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 Performance guarantee and mode of payment: -**

- 6.1 The materials and entire work are 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 by AEGCL.
- 6.1 The successful Bidder shall have to deposit through a Bank Guarantee/RTGS/NEFT 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 including GST as performance security within 10(fifteen) days from receiving of letter of intent(LOI) duly pledged in favour of the Purchaser concerned (AEGCL) and such security deposit shall be valid up to 30 days beyond the end of the warranty period of 12 months. In case of Abnormally Low Bid the amount to be taken as performance guarantee will be as per bid document.
- 6.2 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 30 (Thirty) days after the end of Warranty Period.

- 6.3 If the contractor/firm fails or neglects to observe and perform any of his obligations under the contract, Purchaser (AEGCL) shall have the right to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the contractor/firm.
- 6.4 If the value of the work increases from original ordered value, the contractor has to provide performance guarantee for additional amount.
- 6.5 If any abnormally low bid is accepted under Clause no. (B) 5.B., after taking the additional performance security as per the assessment of the committee, however, the total performance security should not exceed 20% of the total contract value.
- 6.6 The additional performance security shall be treated as the part of the original performance security and shall be valid for a period coextensive with the applicable defect liability period of the contract.
- 6.7 Non submission of the additional performance security shall constitute sufficient ground to rejection of the bid and similar assessment shall be initiated for next ranked bidder if that bidder is identified as ALB.
- 6.8 No interest shall be payable on such deposits.

### **7.0 Format and signing of bid:**

- 7.1 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.
- 7.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder. This authorization 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 authorization 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.
- 7.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person assigning the bid.

### **8.0 Eligible bidders: -**

- a) A Bidder may be a person, partnership, private entity or a government-owned entity. JV will not be considered.
- b) A Bidder, and all partners constituting the Bidder, shall have Indian nationality.
- c) Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved.
- d) 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.
- e) Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.
- f) The bidder must have experience of execution of work of similar nature previously. The bidder must submit experience and Performance Certificate for scrutiny by AEGCL.
- g) 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.

### **9.0 Financial Capability:**

- 9.1 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.

- 9.2 **Average Annual Turnover:** Minimum average annual turnover should be 30% 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.
- 9.3 Bidder must keep GST liabilities up to date and non-payment of GST liabilities and non-filing of relevant GST return more than 3 (three) months shall be reckoned as GST defaulter and this may be considered a cause for disqualification of a bidder and the bid may be rejected.

**10.0 Experience:**

- 10.1 Experience in relevant work under contracts in the role of contractor, sub-contractor or management contractor in AEGCL. Bidder must submit a copy of relevant work order by AEGCL, along with the relevant completion certificates.

**Note: "Similar work" is defined as Fabrication & Installation of steel works for Govt. Departments/PSUs/Banks/Reputed Industries Only.**

**11.0 Documents comprising the bid**

- 11.1 The bid submitted by the bidder shall comprise two envelopes submitted simultaneously, one containing only the technical proposal and the other the price proposal.
- 11.2 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) The Bid Guarantee (Bid Security) in accordance with Clause 5.0 & its sub-clauses of this Section.
  - e) All Bidding Schedules properly filled up including Price Bid Schedules.
  - f) All other information and documents as required in the Technical Specification.
- 11.3 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 along with up-to-date GST return acknowledgement.
  - c) Copy of valid Labor License 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 for each of the last three years, and details of works under way or contractually committed in AEGCL.
  - f) Qualifications and experience of key site management and technical personnel proposed for the Contract.
  - g) 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.
  - h) The Contractor must furnish their Bank Solvency Certificate indicating the amount by concerned authority in necessary format as per their banks.
  - i) Bidder must demonstrate access to, or availability of, financial resources such as liquid assets,

encumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the cash flow requirement of Rs. 4 Lakhs 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 proposer along with their value

## **12.0 Evaluation Criteria:**

- 12.1 Evaluation will be done on the basis of Bid Clause No. **8.0**, Eligibility, Cl. No. **9.0** Financial Capability, Cl. No. **10.0** Experience and in accordance with **Annexure I** to be duly filled in, signed and submitted by the bidder.
- 12.2 Price bid of only **Responsive Techno-Commercial Bidders** will be opened.
- 12.3 **Arithmetical error**, if observed while in price bid evaluation, same will only be corrected.
  - 12.3.1 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.
  - 12.3.2 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.
- 12.4 **Any post bid correction request will NOT BE ENTERTAINED.**
- 12.5 **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.
- 12.6 For equipment and materials, the comparison shall be of the ex-factory price of equipment's 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. AEGCL's comparison will also include the costs if any, resulting from application of the evaluation criteria described in Clause 12.0.
- 12.7 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 equipments offered and deviations from AEGCL's Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;

**(c) Commercial**

- (i) Deviations and omissions from the contractual and commercial conditions as identified in the Bid.
- (ii) Compliance with the time schedule called for in the Bidding Document and evidenced as needed in a milestone schedule provided in the bid; and
- (iii) The functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment.

12.7.1 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.

© **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.

12.7.2 The following methodology will be practiced for identification and treatment of the Abnormally Low Bids (ALB) in this proposal 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 proposal 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 proposal evaluation committee of the respective proposals 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 analyze 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 proposal.

**(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.

12.7.3 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.

**13.0 Late Bid:**

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

14.2 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.

14.3 Bidding through EMAIL WILL NOT BE ACCEPTED.

**15.0 Clarification:**

15.1 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.

15.2 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.

15.3 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.

**16.0 Amendment of Bidding Document:**

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

16.2 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.

16.3 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.

**17.0 Preparation of Bids by the Bidders:**

**17.1 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.

**17.2 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.

**17.3 Bid Prices**

17.3.1 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.

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

17.3.3 **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.**

17.3.4 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 be entitled to get any VAT and or any other taxes, levies reimbursed from the AEGCL for the supply of the materials.

17.3.5 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.

17.3.6 **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.

#### **18.0 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.

#### **19.0 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 15 (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.

#### **20.0 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:

20.1 Recover an amount at the rate of 0.5% (Zero Point Five 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.

20.2 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.

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

#### **21.0 Site Facility**

21.1 AEGCL will not provide any accommodation at the work site to the contractor and their field personnel. No claim shall be entertained from the bidder for making his own arrangement for providing accommodation to the labors and bidder will bear entire expense. The same has to be arranged by the contractor on their

own. However, AEGCL may provide space for storage of the materials but responsibility of the material and their safety shall be taken care of by the Contractor. In case of non-availability of space under AEGCL the same should be arranged by the contractor outside AEGCL campus/work site at their own cost and responsibility.

b) AEGCL shall not be responsible for the safety of the workers at site either on account of the works executed by the Contractor or on account of the works executed by any other agency involved at that time.

c) AEGCL shall on no account be responsible for the expenses incurred by the Contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangements.

d) The quoted price shall be deemed to include charges for all site facilities for labour that are considered necessary for execution of the work.

e) 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.

f) AEGCL on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already billed and paid for by the AEGCL.

g) Any facilities available at site shall be utilized only with prior permission of AEGCL and it should not be taken as granted for availing such services.

**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 commissioning and successful operation of the equipment.

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

26.3 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.

26.4 Payment is subject to availability of specific fund.

26.5 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.

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

26.7 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 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 be intimated within 10 (ten) days from the beginning of such delay to consider/approved, any claim without prior information may not be considered under force Majeure.

**28.0 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.

**29.0 Scope of Work:**

- 1.1.1. Dismantling of the existing gate and demolishing RCC works. Stockpiling at designated locations and disposal of dismantled materials. Fabrication and Installation of a new gate at the entrance with steel reinforcement for RCC & Bricks work along with paint, electrical works and illumination system etc.

**29.0 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.

**30.0 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.

**31.0 Working Procedure:**

- a. All materials must be installed only after verification and approval by AEGCL.
- b. All the materials brought to the site must be verified by AEGCL before installation. Any materials installed without approval shall be rejected and dismantled.
- c. All the work must be carried out as per the directions of AEGCL and no deviation from the directions shall be allowed under any circumstances. In case of inevitable discourse, the contractor must get the deviation approved from the AEGCL
- d. If any kind of unapproved deviations are observed during the course of the work, the contractor shall have to redo the work as per the direction of AEGCL at the cost of the Contractor.
- e. It shall be the contractor's responsibility to clear any unusable debris/left out materials from the SLDC Building. No unwanted material can be left unattended by the contractor and the same must be cleared before handing over the site to AEGCL.
- f. The reusable or valuable dismantled materials during the work have to be shifted to a place as decided and directed by the AEGCL within SLDC campus.

**31.0 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.

**32.0 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](http://www.aegcl.co.in) under Acts, Rules and Policies

**Appendix-1**

**BID SUBMISSION SHEET**

**(On the bidder's letter head)**

To,

The Chief General Manager  
SLDC , AEGCL  
Kahilipara, Guwahati-19

Sub: Submission of Bid Document

Notice Inviting Tender 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 proposal 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 proposal, 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 Proposal 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.

**APPENDIX 3  
WORK EXPERIENCE OF THE BIDDER**

a) Experience of having completed similar works during the last 05 (Five) Financial years.

**Note: "Similar work" is defined as repairing and renovation works for Govt. Departments/PSUs/Banks/Reputed Industries Only.**

Name of work	Executed Amount	Starting Date	Completion Date

Bidders must compulsorily submit relevant work order and work competition certificate issued by AEGCL.

Moreover, AEGCL reserves the right to scrutinize any work order/work competition certificate submitted by the bidders with issuing authority and if any abnormalities are observed in the same, their bids will be rejected.

Note:

5. Bidder has to attach additional sheets, if required.
6. Bidder have to furnish necessary work order copies for technical evaluation of experience.

#### **Appendix-4**

##### **FINANCIAL QUALIFICATIONS**

- a. Minimum average annual turnover should be 30% of the total estimated value of work calculated as total certified payments received for contracts in progress or completed within the last three years. 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.
- b. The Contractor must furnish their Bank Solvency Certificate indicating the amount by concerned authority in necessary format as per their banks.
- c. CA/CMA certified Financial Statements/Balance Sheets for the last 3 (three) FY are to be submitted for calculation of turnover.
- d. Bidder must keep GST liabilities up to date and non-payment of GST liabilities and non-filing of relevant GST return more than 3 (three) months shall be reckoned as GST defaulter and this may be considered a cause for disqualification of a bidder and the bid may be rejected.



**Appendix-5**

**LIST OF DOCUMENTS TO BE SUBMITTED**

(Each document is to be sealed and signed by the Bidder)

**THE FOLLOWING DOCUMENTS ARE TO BE MANDATORILY SUBMITTED:**

- 1) Documents relating to the firm:**
  - a) Registration certificate, Partnership Deed/MOA, Incorporation Certificate.
  - b) GST certificates.
  - c) PAN card.
- 2) Detailed data sheet of the model proposed and related drawings.**
- 3) Documents listed in Appendix 1 to 4.**
- 4) Notarized Power of attorney/ Written Confirmation of Authorization to commit the bidder.**
- 5) BID Security.**

**All documents are to be submitted in hard copies**

To,  
The CGM, SLDC, AEGCL.

Dear Sir,

I/We ..... Submitted the quotation for Enquiry No. “**QUOTATION FOR Fabrication & installation of new gate at the entrance, along with some other associated works** at SLDC, AEGCL, Kahilipara, Ghy-19 **AGAINST THE NIT NO. AEGCL/CGM/SLDC/T-177/23-24/1” DUE ON 10/09/2023, 12:00 PM**

I/We thoroughly examined, understood and accepted terms & conditions given in the enquiry document, failing which my quotation will be rejected out rightly. I/We hereby offer to supply at the following rates.

**ITEM RATE SCHEDULE**

Sl. no.	Description of Item	Qty	Unit	Rate(Rs)	Amount (Rs)
1	Clearing jungle including uprooting of rank vegetation, grass, Brush wood, trees and saplings of girth up to 30cm measured at a height of 1m above ground level and removal of rubbish up to a distance of 50m outside the periphery of the area cleared.	234.00	Sqm		
2	Dismantling of steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50meters lead.	52.00	Rm		
3	Demolishing RCC work by mechanical means and stocking at designated locations and disposal of dismantled materials up to a lead of 1km, stacking serviceable and unserviceable material separately including cutting reinforcement bars	1.46	Cum		
4	Steel work in built up tubular( round, square or rectangular hollow tubes etc) trusses etc, including cutting,hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolting with special shaped washers etc. complete. Hot finished welded type tubes. For Main gate and Wiket Gate.	560.16	Kg		
5	Steel reinforcement for R.C.C work including straightening, cutting, blending, placing in position and binding all complete up to plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more	77.62	Kg		
6	Providing and fixing Chlorinated Polyvinyl Chloride(CPVC) Pipes, having thermal stability for hot and cold water supply including all CPVC plain and brass threaded fittings i/c fixing the pipe with clamps at 1.00m spacing. This includes jointing of pipe. (B) Concealed pipe with cutting chases & making good the walls. C) 25mm nominal outer dia pipe	15.00	Rm		
7	Wiring for light/fan/call bell point with 2x1.5 sq mm. P.V.C insulated single core unsheathed industrial (Multistrand) cable FR conforming to IS-694:1990 with flexible bright annealed electrolytic copper conductor for voltage grade up to 1100 volt(Finolex/RR Kabel/Niccon/Anchor or Equivalent Make as approved by the Deptt.)in surface/recessed conduit wiring system with 20mm dia 2mm thick/heavy rigid PVC IS: 9537 Part-III conduit(Berlia/AKG/Presto Lpast/Polycab/MW or equivalent make as approved by the Deptt) including 6 Amp flush type swith/bell push(Anchore	3	each		

	penta/Gold medal/Kolor kany. Kom/Havells or equivalent make as approved by the Deptt) GI/MS switch board (ISI marked) with phenolic laminated sheet cover, ceiling rose(Anchor penta/Gold medal/Kolor kany. Kom/Havells or equivalent make as approved by the Deptt.) etc. complete				
8	Supply & fixing of 19mm dia 1.50mm to 2.00mm average wall thickness heavy rigid PVC IS:9537 Part-III conduit(Berlia/AKG/Precision/Presto Plast/Polycab/MW or equivalent make as approved by the Deptt.)	25	Rm		
9	Supplying with fitting and fixing single pole 10kA 240/415 50Hz MCB of the following capacity completed with making necessary connection, as approved, specified and directed by the deptt. C Series (Schneider MG, Legrand, Hager make), 32A	1	each		
10	Wiring for drawing sub-main line with P.V.C insulated single core unsheathed industrial (multistranded) cable FR conforming to IS694:1990 with flexible bright annealed electrolytic copper conductor for voltage grade up to 1100 volt(Finolex/ RR Kabel, Niccon/ Anchor or equivalent make as approved by the Deptt.) in surface flat ISI marked casing "n" capping system.	30	Rm		
11	QVF135xMHNTD 70watt Phillips make flood light luminaries with Cast Aluminum housing & toughened glass cover including separate CG box or equivalent (Equivalent will be selected by the deptt considering the mother items rate) (Havells/WIPRO/BAJAJ/CROMPTON/HPL/SOLAR/JAQ UAR make)	3	Each		
12	Providing and laying in position specified grade of reinforcement cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement. All work up to plinth level 1:1.5:3(1 cement:1.5 coarse sand(zone-III) derived from natural sources: 3 graded stone aggregate 20mm nominal size derived from natural sources) Column 3x0.45x0.45x2.2	1.34	Cum		
13	Brick work with common burnt clay machine moulded perforated bricks of class designation 12.5 conforming to IS:2222 in superstructure above plinth level up to floor five level in cement mortar 1:6(1 cement : 6 coarse sand): With F.P.S(non modular ) bricks Brick wall 3x2.5x0.112x1.8=1.51	1.51	Cum		
14	12mm cement plaster of mix: 1:6(1 cement:6 fine sand)	41.08	Sqm		
15	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface: water thinnable cement primer.	27.00	sqm		
16	Painting with silicon & acrylic emulsion based water thinnable sealer of approved brand and manufacture	41.40	sqm		

	on wet or patchy portion of plastered surfaces: Two coats.				
17	Finishing with Epoxy paint( two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. Complete. On steel work.	86.84	sqm		
18	Providing and laying gang saw cut 18mm thick, mirror polished pre moulded and pre polished machine cut granite stone of required size and shape of approved shade, colour and texture in column faces cut granite stone of required size and shape of approved shade, colour and texture in footpath, flooring in road side plazas and similar locations, laid over 20mm thick base of cement mortar 1:4 (1 cement:4 coarse sand) including grouting the joints with white cement mixed with matching pigment, epoxy touch ups etc. Complete as per direction of Engineer-in-charge.	7.92	sqm		
19	Providing and laying factory made chamfered edge cement concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength,thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. Complete all as per direction of engineer-in-charge.80 mm thick C.C paver block of M-30 grade with approved color design and pattern.	127.50	sqm		
20	Providing and laying in position ready mixed or site batched design mix cement concrete for plain cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, portland pozzolana/Ordinary Portland/ Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate/ retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing carriage for all leads; but excluding the cost of centering, shuttering and finishing as per direction of the engineer-in-charge;for the following grades of concrete. Note : Extra cement up to 10% of the minimum specified cement content in design mix is more than 110% of the minimum specified cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. Concrete of content of 220 kg/cum.	2.82	cum		