

ASSAM ELECTRICITY GRID CORPORATION LIMITED
Regd. Office: 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001
CIN:U40101AS2003SGC007238
Ph:-0361-2739520/Fax:-0361-2739513 Web: www.aegcl.co.in.



BID DOCUMENT

NAME OF WORK: - Supply of SF₆ gas at substations under Mirza T&T circle, AEGCL.

NIT No:- AEGCL/DGM/ MIRZA/T&T/Tech-12/2023/09; **Dated:** 25/10/2023

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

(A) **INFORMATION TO BIDDER:**

TENDER ADDRESS: Deputy General Manager,
Mirza T&T Circle, AEGCL, Mirza

Sl. No.	Name of work	Estimated Amount Rs (Inclusive of 18% GST)	Cost of tender paper (Rs.)	Bid Security/Earnest Money (Rs.)
1	Supply of SF6 gas at substations under Mirza T&T circle, AEGCL.	3,64,372.00	1000.00	7,000.00

1. **BIDDING PROCEDURE: -**

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

Two different envelopes to be used as follows.

Envelope-1: Bid document signed by 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

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

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.

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

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

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

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

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

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.

Bidders may obtain further information from the office Deputy General Manager, Mirza T&T Circle, AEGCL, Mirza

2. **KEY DATES: -**

a) Date of issue of tender papers: All working days w.e.f. 26/10/2023(16.00 hrs.) to 13/11/2023(10.00 hrs.).

b) Bid submission end date and time: 11.00 Hrs. of 13/11/2023.

c) Techno-Commercial Bid opening date and time: 12.00 Hrs. of 13/11/2023.

3. **TENDER PAPER COST AND MODE OF PAYMENT:-**

Bidder has to pay Non-Refundable tender document cost @Rs.1000.00 (Rupees One Thousand) only in the form of DD in favour of the Managing Director AEGCL, Bijulee Bhawan, Paltanbazar, Ghy-1, payable at Guwahati.

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

For participation in bidding procedure, participants must compulsorily pay the Bid Security/earnest money as mentioned in the above table only in the form of DD/Fixed Deposit/Bank Guarantee in favour of the **Managing Director AEGCL, Bijulee Bhawan, Paltanbazar, Ghy-1, payable at Guwahati**. The original copy of the Bid Security must be submitted along with relevant documents in the Envelope-1.

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.

The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.

The bid security may be forfeited:-

- if a Bidder withdraws its bid during the period of bid validity period.
- if the successful Bidder fails to sign the Contract within the specified period.
- if the successful Bidder fails to furnish a performance security within 15 (fifteen) days time of issue of Letter of Intent (LOI).

5. **PERFORMANCE GUARANTEE:-**

The materials and entire work is to be guaranteed against defective design, materials and workmanship and for satisfactory performance for a period of **12 months** 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.

The successful Bidder shall have to deposit through a **Bank Guarantee** from a Nationalized or scheduled Bank of RBI in AEGCL's standard Performance on non judicial stamp of appropriate value for an amount equivalent to 10% (ten percent) of the total value of the order as performance security, within allotted time on acceptance of letter of intent/detailed orders (as the case may be), duly pledged in favour of the Purchaser concerned (AEGCL) and such security deposit shall be valid up to 30 days beyond the warranty period of **12 months**.

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.

If the value of the work increases from original ordered value, the contractor has to provide performance guarantee for additional amount.

No interest shall be payable on such deposits.

6. **CLARIFICATIONS:-**

A prospective Bidder requiring any clarification of the Bidding Document shall contact the AEGCL in writing at the AEGCL's address indicated in the Bid Document or raise his enquiries prior to 7 (seven) days of closing of the bid. AEGCL will respond to any request for clarification if deemed necessary. Should AEGCL deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so.

The Bidder is advised to visit and examine the site where the work is to be Carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense. The Bidder and any of its personnel or representatives will be granted permission by AEGCL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder and its personnel will release and indemnify the Employer and its personnel from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **VALIDITY OF BID:-**

Bid shall remain valid for the period of **180 days** after the submission deadline date prescribed by AEGCL. In exceptional circumstances, prior to the expiration of the Bid validity period, AEGCL may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

8. **TIME OF COMPLETION:-**

The allotted time of completion for the work is **90days from the handing over of the site**.

9. **DISCLAIMER:-**

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

10. **AMENDMENT OF TENDER DOCUMENT: -**

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

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, AEGCL may, at its discretion, extend the deadline for the submission of bids.

11. 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.

12. NEGOTIATION WITH BIDDER:-

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

13. VERIFICATION OF DOCUMENTS:-

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

14. RIGHT TO REJECT:-

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

(B) ELIGIBILITY QUALIFICATION.

1. ELIGIBLE BIDDERS:-

A Bidder may be a private entity or a government-owned entity. **Joint venture, consortium or association will not be allowed in the bidding process.**

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

AEGCL considers a **conflict of interest** to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Anticorruption Policy of Government of India and Government Of Assam. In pursuance Anticorruption Policy's requirement that Employer as well as bidders, suppliers, and contractors observe the highest standard of ethics. AEGCL will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process.

Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:- they have controlling partners in common; or

they receive or have received any direct or indirect subsidy from any of them; or

they have the same legal representative for purposes of this bid; or

they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.

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.

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

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

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.

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.

2. LEGAL ENTITY:-

Verification may be undertaken to verify that an applicant is a bona-fide registered company or business. Bidders

are required to provide evidence of the legal entity by providing a copy of an official document as mentioned in the appendix attached along with this bid document.

3. TECHNICAL QUALIFICATION: -

Bidders must have experience of executing a similar work at any Govt. Deptt., PSU etc. successfully in past 3 (three) years having

Sl. No.	Name of work	Minimum Qualifying Amount (Rs.)
1	1 (one) nos. of work order along with Performance Certificate of similar nature of work	1,19,906.00
2	2 (two) nos. of work order along with Performance Certificate of similar nature of work	1,49,883.00
3	3 (three) nos. of work order along with Performance Certificate of similar nature of work	2,39,813.00

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

MANDATORY CERTIFICATES TO BE SUBMITTED WITH THE PRICE BID:

- GST TAX REGISTRATION CERTIFICATE
- UP-TO-DATE GST RETURN
- PAN
- TRADE LICENCE
- LAST 3 YEARS IT RETURN
- LAST 3 YEARS ANNUAL TURNOVER
- WORK ORDER OF SIMILAR NATURE

NOTE: Suppliers have to supply sealed SF6 gas cylinders and the old empty cylinders with us will be returned to the suppliers.

4. FINANCIAL QUALIFICATION: -

Minimum average annual turnover must be as mentioned below for respective works.

Sl. No.	Name of work	Amount (Rs.)
1	Supply of SF6 gas at substations under Mirza T&T circle, AEGCL.	89,930.00

Calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) Years. Audited Balance sheet must be furnished as a proof of annual turnover. Any other form of supporting documents instead of Audited balance sheet will not be accepted.

Current bank solvency certificate must be submitted to show the bidder's financial position.

5. EVALUATION CRITERIA: -

The Techno-Commercial Evaluation will be done on the basis of technical qualification, financial qualifications and fulfilment of the legal conditions.

The Price Bid of only Responsive Techno-Commercial Bidders will be opened and intimation will be issued in due course.

Arithmetical Error, if observed while in Price Bid evaluation, same will be corrected by tender evaluation committee and the corrected bid amount will be taken during Price bid Evaluation.

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

- Absolute Approach is to be considered 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.
- Relative approach is to be considered when there are at least 5(five) nos. of substantially responsive bids and the lowest bid price is 20% or more below AEGCL's cost estimate. 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.
- In case of an ALB, the tender evaluation committee/appropriate authority of the respective tenders shall undertake the following three stage review process which is as below:
 - To identify ALB as per the steps mentioned in SI no. 10.6.(i) and 10.6.(ii), whichever is applicable.
 - To seek and analyse the clarifications from the abnormally low Bidder in terms of resource inputs

and pricing, including overheads, contingencies and profit margins. In that respect, the committee may refer to guideline of World Bank, AIIB, ADB etc. prescribed for ALB.

- To decide whether to accept or reject the bid.
- On acceptance of the bid, whether Additional Performance Security is to be imposed on the bidder supplemented by adequate justification.

In case of acceptance of ALB with Additional Performance Security:

- If any abnormally low bid is accepted with additional performance security, it is to be noted that the total performance security should not exceed 20% of the total contract value.
- The additional performance security shall be treated as part of the original performance security and shall be valid for a period similar to that applicable for defect liability period of the contract.

Non submission of the additional performance security shall constitute sufficient ground for rejection of the bid and similar assessment shall then be initiated for next ranked bidder if that bidder is also identified as ALB.

(C) GENERAL CONDITIONS OF CONTRACT:

1. INSPECTION OF SITE:-

The Bidder is advised to visit and examine the site where the work is to be carried out and its surroundings, nature of work, site conditions, area for storage of materials, establishment of labour camp, site office, means of access to the site etc. and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications & requirement.

2. PREPARATION OF BID:-

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.

Documents Establishing Conformity of the Goods and Services:- The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of letter, drawings and data, and shall furnish. A detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the Goods, in response to the specification.

Bidder should note clearly that department should not take any responsibility for issuing of any materials, equipment and T&P's that may be required in the work.

All materials, labours, equipment, T&P and heavy vehicle etc. required in the work shall have to be arranged by the bidder/contractor from his own sources in the event of allotment of the said work to him/them.

Water to be used in the work should be clean and free from all impurities; the bidder should note that no water will be provided to them for the execution of the work from the department

The department is also not bound to supply power that may be required in the execution of the work. However subject to the availability of the power source near the vicinity of the work site, the department on payment of tariff as applicable at the time of execution of work may arrange one point near the work site.

The bidder should clearly understand that all materials to be utilized in the work must conform to the specifications.

No substandard materials will be allowed to utilize in the work. Samples of each and every materials to be brought to the site of work shall have to be get approved by the competent authority of the department before use.

The contract must not be sublet under any circumstances. If any contractor found in doing so, his work liable to be terminated.

The specification for the work shall be as per specification laid down in the items of work contained in the enclosed schedule of items of work or as per the APWD schedule of rates for Building (civil works), sanitary and Water supply and internal electrification respectively (whichever is applicable) but, certain modification in the specification and method of execution of work if required shall have to be carried out which shall be finalized with the contractor bilaterally through discussion.

3. PRICE BID:-

Unless otherwise specified in the Bid Document and/or AEGCL's Requirements, bidders shall quote for the entire plant and services on a single responsibility basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the including procurement, delivery, testing of materials, construction, labour cost, insurance, statutory requirements, and any other expenditure deemed necessary for completion of the Work. The rate should also include the cost of testing of materials at the approved laboratory, carriage and transportation of sample, preparation of report, submission of report in all respect as required by AEGCL. This includes all requirements under the Contractor's responsibilities for completing the work and where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined

in the bidding document.

Bidders quoted price should include all cost of testing of materials, transportation of sample, storage, preparation and submission of report during approval period, construction period as well as after completion of the work.

Bidders quoted price should include all cost of testing of concrete (destructive or non destructive) transportation of sample, storage, preparation and submission of report.

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

The Bided Price should on Fixed Price basis, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.

4. SITE FACILITIES:-

AEGCL will not provide any accommodation at the work site to the contractor and their field personnel. The same has to be arranged by the contractor on their own. However, AEGCL may provide space for storage of the materials but responsibility of the material and their safety shall be taken care of by the Contractor. In case of none availability of space under AEGCL the same should be arranged by the contractor outside AEGCL campus/work site at their own cost and responsibility.

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.

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.

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

No assurance can be given regarding the availability of AEGCL's land given for use to the Bidder to natural calamities. AEGCL undertakes no responsibility or liability in this regard.

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

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.

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.

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

5. DEFECT AFTER COMPLETION OF WORK:-

The contractor shall make good at his own cost and to the satisfaction of AEGCL all defects, or other faults which may appear during the defect liability period.

In default, AEGCL may employ and pay other agency or persons to amend and make good such damages. Losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor, failing which the same shall be recoverable from the payment due to the contractor and performance guarantee. In the event of amount due and performance guarantee being insufficient, the balance amount will be recovered from the contractor from the amount due or retained for other works executed in AEGCL.

6. DEVIATION/ERROR IN DRAWING AND SPECIFICATIONS.

In case of non-suitability of drawing or specifications, the matter to be brought to the notice of Competent Authority without any delay. Any modification or deviation should only be done after approval of Competent Authority.

In case of any omission and error in the drawing and specification the same procedure as above should be followed.

7. VARIATION AND DEVIATION OF QUANTITY:-

The Tendered rates shall hold good for any variations in the Tendered quantities for completion of work on account of any modification in the bill of quantities or design or specification.

Deletion of work:

AEGCL and its representative have the right to delete or decrease any item or quantity from schedule of quantity at its discretion if deemed necessary. No claim by the contractor will be admissible for this deletion or deduction of Item/quantity from schedule of quantity.

8. LABOUR LEGISLATION:-

The Bidder shall comply with the provisions of the Apprentices Act 1961, payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act

1947, Maternity Benefits Act 1961, and the Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Act or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The Bidder shall indemnify and keep indemnified AEGCL against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

The Bidder shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the Bidder.

The Bidder shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by them. The Bidder shall fully indemnify AEGCL against any action by the state and/or Central Government for any default or alleged default by the Bidder for violation of any of such rules and regulations. If, due to any default of the Bidder, AEGCL has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, AEGCL shall be entitled to recover from the Bidder all such expenditure in full from any payment due to the Bidder.

9. **GOVERNMENT AND LOCAL RULES:-**

The Contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected/utilized. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify AEGCL against such liabilities and shall defend all actions arising from.

10. **ELIGIBILITY OF CONTRACTORS EMPLOYEES:-**

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

11. **ENGINEER AT LIBERTY TO OBJECT:-**

AEGCL's Site in-charge shall have right to remove any person provided by the Contractor who, in the opinion of the Site in-charge, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without consent of the Engineer. Any person so removed from the Works shall be replaced immediately without hampering the work.

12. **TAXES:-**

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

13. **INSURANCE:-**

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

14. **DAMAGE TO PERSON AND PROPERTY:-**

The Contractor shall be responsible for all injury to the work or to workmen, to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of contractor or its employees, against whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract. The Contractor shall at his cost effect the insurance necessary and indemnify AEGCL entirely from all responsibility in this respect. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, all medical expenses, compensation to be borne in the event of accident etc., damage or loss to the Contract itself till this is made over a complete state. Insurance is compulsory and must be affected from the very initial stage and should cover the entire contract period till handing over of complete works. The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this Contract.

AEGCL shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the Contractor.

15. **ACCEPTANCE OF BID AND CONTRACT AGREEMENT:-**

An agreement shall have to be drawn on non-judicial stamp of appropriate value with AEGCL by the selected Contractor in AEGCL's General Conditions of Supply and Erection 2009 of contract within 10 (ten) days from the date of issue of the LOI.

Wherever there is any variation in between the conditions of AEGCL's General Conditions of Supply and Erection 2009 and the above terms & conditions, this bid conditions will supersede the conditions of AEGCL's General

STATUTORY AND SAFETY REQUIREMENT:-

16. 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. During the execution of the work, the contractor shall have to mark the site with banner warning/indicating precautions.

PAYMENT TERMS:-

17. No advance/Mobilization advance and running bills shall be made in this contract.
First & final bill shall be released to the contractor only after final acceptance by AEGCL.
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.
Payment is subject to availability of specific fund.
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.
TDS at actual will be deducted from the payable amount against each invoice/bill.

RETENTION MONEY:-

18. 10% retention money will be deducted from running bill, which will be released along with the final bill on completion of the work in all respect.

WARRANTY:-

19. 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.

EXTENSION OF TIME:-

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

CHANGE OF NAME OF THE TENDERER:-

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

DEATH, BANKRUPTCY ETC.:-

22. If the Contractor becomes bankrupt or being a corporation is in the process of winding up, amalgamation or reorganization, the AEGCL shall be at liberty to:
Terminate the contract forthwith by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested.
Give such liquidator, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be determined by the AEGCL.
In case of death of the Contractor before completion of work and supply, the Engineer or AEGCL shall be at liberty to terminate the contract.

CONTRACTUAL FAILURE, LIQUIDATED DAMAGE AND PENALTY:-

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

TERMINATION OF CONTRACT:-

24. If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

PAYMENT ON TERMINATION:-

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

SUSPENSION OF BUSINESS DEALINGS WITH FIRMS/ CONTRACTORS:-

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

The Central Bureau of Investigation or any other investigating agency recommends such a course in respect of a case under investigation; and if a prima facie case is made out that the firm is guilty of an offence involving unethical, unlawful, fraudulent means in relation to business dealings, which, if established, would result in business dealings with it being banned.

The AEGCL has past record of non-performance of the Firm in its previously awarded contracts.

The AEGCL has record of ban against the Firm by other Government /Public sector utility.

However, the AEGCL shall give the Firm/ Contractor a fair chance to explain the circumstances of such previous suspensions.

BANNING OF BUSINESS DEALINGS WITH FIRMS/CONTRACTORS:-

27. The AEGCL may ban business dealings with a Firm/ Contractor, if:-
The owner (s) of the Firm/ Contractor is convicted by a court of law following prosecution for offences involving unethical, unlawful, fraudulent means in relation to business dealings.
There is strong justification that the Firm has been guilty of malpractices such as, bribery, corruption, fraud, substitution of tenders, interpolation, mis-representation, evasion or habitual default in payment of any Government tax etc.

28. **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, lockout, civil commotion, riot insurrection, hostilities, mobilization, war, fire, flood, earthquake, malicious damage or accidents could entitle contractor to extension time. Any such delay should intimated within 10 (ten) days from the beginning of such delay to consider/approved, any claim without prior information may not be considered under force Majeure.

29. **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. The contractor shall not stop the work during settlement of any dispute. All disputes shall be subjected to the jurisdiction of District Court of respective District of work.

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

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

COVERING LETTER (ON THE BIDDER'S LETTER HEAD)

To,

*The Deputy General Manager
Mirza T&T Circle
AEGCL, Mirza.*

Sub: Submission of Tender.

Ref:-

1. NIT No.:
2. 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.

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

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

Appendix-2

PROFILE OF THE BIDDER

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

Sl. No.	Particulars	To be filled by Bidder
a)	Name of the Bidder	:-
b)	Registration with Memorandum of Association	:-
c)	PAN	:-
d)	GST Registration Certificate and latest GST Return Certificate	:-
e)	Employees Provident Fund or Employees State Insurance Corporation	:-
f)	Labour License	:-
g)	Income Tax Return Certificate (last 3 years)	:-
h)	Audited Annual Turnover (last 3 years)	:-
i)	Date of Establishment/ Incorporation	:-
j)	Postal Address	:-
	House No.	:-
	Lane	:-
	Street	:-
	Town/Village	:-
	Post Office	:-
	P.S.	:-
	District	:-
	Pincode	:-
k)	Telephone Number	:-
	Mobile No.	:-
	E-Mail Address	:-
	Website	:-
l)	Name(s) of the Owners / Directors/Partners	:-
m)	Name of the Banker with Address and Telephone Number	:-
n)	Contact Person Details (Furnish here name of that person with whom AEGCL may get in touch for more information or clarifications)	Name:- Designation:- Mobile Number:- Email Address:-

Appendix-3

WORK EXPERIENCE OF THE BIDDER

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

In order to techno-commercially qualify for this Bid, the bidders have to submit requisite of work order [as mentioned in Clause No. (B).3] along with Performance certificate for similar nature of work executed within last 3 (three) years at any Govt. Deptt., PSU etc. of value not less than Rs.....

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

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

NB:- The Bidder may prepare extra sheet if required

Appendix-4

FINANCIAL QUALIFICATIONS

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

In order to techno-commercially qualify for this Bid, the bidders have to submit annual audit report for last 3 (three) years. The average of the last 3 (three) will be considered for average annual turnover.

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

NB:- The Bidder may prepare extra sheet if required

ANNEXURE-I

General Guidelines for supervision of construction of civil works

1. Discussion of drawing & specifications of work with civil engineer of AEGCL.
 2. Checking of adequacy of drawings & specifications and their functional requirement.
 3. Verification of Work schedule submitted by the contractor.
 4. Respective AGM's should engage one personal for keeping records of cement consumption of civil works.
 5. Handing over of the site to the contractor and recording thereof in the site register.
 6. Verification of adequacy of manpower, materials and tools & plant of contractor.
 7. Verification of availability of materials before starting of particular work.
 8. Verification of storage of materials as per standard guidelines.
 9. Verification of quality of construction materials in consultation with civil engineer and approved specifications for the work.
- a) Cement.
 - b) Stone aggregate.