ASSAM ELECTRICITY GRID CORPORATIONLIMITED
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NIT No: AEGCL/DGM/BONG/T&TC/T-1/2026/178; Dated:28.10.2026

Bidding Document
For

Repairing/replacement of damaged tower members/legs along with mufflering and earthing of 132kV Dhaligaon-Barnagar S/C transmission line.

DEPUTY GENERAL MANAGER
BONGAIGAON T&T CIRCLE
AEGCL, DHALIGAON

Tender Fee: ₹500/-
EMD: ₹25,500/-

Bidders Signature & Seal

For and on behalf of the **Managing Director, Assam Electricity Grid Corporation Limited (AEGCL), the Deputy General Manager, Bongaigaon T&T Circle, AEGCL, Dhaligaon-783385** invites tender from eligible firms/companies/contractors/manufacturers with sound technical and financial capabilities for the above work. A single stage two envelope procedure (Techno-Commercial and Price Bid) will be adopted for this tender.

1.0 INFORMATION TO BIDDER:

a) NAME OF WORK: **Repairing/replacement of damaged tower members/legs along with mufflering and earthing of 132kV Dhaligaon-Barnagar S/C transmission line.**
b) TENDER ADDRESS: **O/o the Deputy General Manager, Bongaigaon T&T Circle, AEGCL, Dhaligaon 783385.**
c) TENDER PAPER FEE: **₹500.00 in favor of the Managing Director, AEGCL payable at Guwahati.**
d) BID SECURITY: **₹25,500.00 in favor of the DGM, Bongaigaon T&T Circle, AEGCL payable at Bongaigaon.**
e) TIME OF COMPLETION: **60 (Sixty) days from the date of handing over of the site.**

2.0 BIDDING PROCEDURE:

a) All tenders shall have to be submitted in prescribed forms attached herewith eventually to be drawn up in the rules of AEGCL.
b) Two different envelopes to be used as follows.
Envolope-1: Bid document signed by bidder on all pages, Earnest Money, Techno- commercial data of the Bidder, GTP and other necessary documents must be enclosed.
Envolope-2: Price Bid
c) All tenders shall have to be submitted under sealed & signed covers super-scribing the Tender Notice No and name of the work completely and clearly on the top of the cover.
d) All tenders shall have to be submitted on or before the last date and time of submission of tenders either by post or in person.
e) If Bidders desire to submit their Bid by post, at their own expenses, it should be posted well in advance so as to ensure that their tenders reach the office of the tendering address on or before the specified date and time of submission of tender. AEGCL will not take any responsibility for loss, damage, tempering or delay of tenders sent by post.
f) Bidder submitting Bid in person should submit their Bid in the tender box during the working hours on the last date and time of submission of tender.
g) Tender will be rejected if submitted beyond the aforesaid time and date.
h) Tenders or their authorized representatives may remain present during the opening of the tenders.
i) Only Price Bid of responsive Techno-Commercial Bidders will be opened.
j) AEGCL has the right to cancel the tender at any moment, without assigning any reason thereof. Bidder will not be entitled to claim any expenses and AEGCL will not be responsible for any costs or expenses incurred on the preparation and submission of the Bids.
k) Bidders may obtain further information from the office of the Deputy General Manager, Bongaigaon T&T Circle, AEGCL, Dhaligaon-783385 For the purpose of preparation of their bid.

3.0 Key Dates:

Tender Start Date	12.00 Hrs. of	29.10.2026
Submission Start Date	12.00 Hrs. of	30.10.2026
Tender End Date	12.00 Hrs. of	19.11.2026
Tender Opening Date	14.00 Hrs. of	20.11.2026

4.0 Validity of Bids

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 Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

5.0 Bid Security:

5.1. All bids must be accompanied by a bid security amounting to **₹25,500.00 only** in the form of Fixed Deposit/Demand Draft/Banker Cheque from any Nationalized Bank payable at Guwahati in favour of the **DGM, Bongaigaon T&T Circle, AEGCL.**

5.2. Any bid not complying with the terms and conditions shall be rejected by the employer as non-responsive.

5.3. 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.

5.4. The bid security of unsuccessful Bidders shall be returned as promptly as possible after the successful bidder has been allotted the work.

5.5. The bid security may be forfeited:

a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder.
b) If the successful Bidder fails to sign the Contract agreement within 10 (ten) days from issue of the letter of intent/detailed orders and furnishing performance security.

6.0 Eligible Bidders

Bidders Signature & Seal

6.1. A Bidder may be a private entity or a government-owned entity.

6.2. No JV (Joint Venture) is allowed for this bid.

6.3. A Bidder, and all partners constituting the Bidder, shall have Indian nationality. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of Republic Of India. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

6.4. 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:

(a) they have controlling partners in common; or
(b) they receive or have received any direct or indirect subsidy from any of them; or
(c) they have the same legal representative for purposes of this bid; or
(d) they have a relationship with each other, directly 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
(e). a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
(f). 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.

6.5. 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.

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

7.0 The Bidder must have experience of executing work of similar nature previously. The bidder must submit experience and completion certificate for scrutiny by AEGCL.

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

8.0 Financial Capability:

8.1. **Bidder will require to submit along with the bid the audited balance sheets, IT return and other legal financial statements acceptable to AEGCL, for the last 3 (three) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, an Applicant's net worth calculated as the difference between total assets and total liabilities should be positive.**

8.2. ***Average Annual Turnover***: Minimum average annual turnover required are as follows and will be calculated as total certified payments received for contracts in progress or completed within the last 3 (Three) Years.

(a) **INR 3,00,000.00**

9.0 Experience:

9.1.1.1.1. Three completed similar works costing not less than an amount equal to ***40% of the estimated cost, or***

9.1.1.1.2. Two completed similar works costing not less than an amount equal to ***50% of the estimated cost, or***

9.1.1.1.3. One completed similar works costing not less than an amount equal to ***80% of the estimated cost***

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

9.3. **List of contracts for similar Works and services executed in the past two years of working on 132kV and above Transmission line and towers with copies of LoAs and execution status of each contract supported by client's certificate**.

9.4. **Audited Annual Accounts certified by CA of the company for the last three (3) years (in case of companies) or IT Return duly acknowledged by the tax department for the last three (3) years (in case of bidders other than companies)**

9.5. **Copies of Professional Tax Clearance Certificate, PAN and/or TAN Card, Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws.**

9.6. **Copies of relevant Electrical License (valid) issued by competent authority in the State of Assam or in the State where the bidder's business is registered.**

9.7. **Copies of Labour License (valid) issued by competent authority in the State of Assam or in the State where the bidder's business is registered.**

9.8. **Performance Certificates of the manufacturers of supply of similar nature needs to be submitted along with the techno-commercial bid.**

10.0 Evaluation Criteria:

10.1. Techno-Commercial Evaluation will be done on the basis of Work experience and Financial Capability submitted by the bidder.

10.2. Price Bid of only **Responsive Techno-Commercial Bidders** will be opened.

10.3. **Arithmetical Error,** if observed while in Price Bid evaluation, same will only be corrected.

10.4. Arithmetic Errors, in the Price Bid will be rectified on the following basis:

a) If there is any 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 discrepancy between the total bid amount and the sum of total costs, the sum of total costs shall prevail and the total bid amount will be corrected.

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

11.0 Clarification

11.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the AEGCL in writing at the AEGCL's address indicated in the BDS or raise his enquiries prior to 3 (three) days of closing of the bid. The Employer will respond to any request for 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 inquiry 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.

11.2. 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 site shall be at the Bidder's own expense.

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

12.0 Amendment of Bidding Document

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

12.2. 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.

12.3. 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.

13.0 Preparation of Bids by the Bidders:

13.1. **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.

13.2. **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 language.

13.3. **Bid Prices and Discounts**

13.3.1. **Bidders shall quote price inclusive of GST and all other applicable taxes. No extra calculation for discounts or other taxes will be done during evaluation.**

13.3.2. 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.

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

13.3.4. GST, Royalty and all other taxes (as applicable) payable on the work should be shown separately.

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

13.3.6. **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.

14.0 Bid Evaluation Process:

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

ii. Deviations and omissions from the contractual and commercial conditions as identified in the Bid.

iii. compliance with the time schedule called for in the Bidding Document and evidenced as needed in a milestone schedule provided in the bid; and

iv. the functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment.

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

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

(i) Absolute Approach when there are fewer than five substantially responsive bidders and if the bid price is 20% ormore below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is abnormally low.

(ii) Relative Approach is a statical comparison method which will be applied when there are more than five nos. ofsubstantially responsive bids. A potential ALB is identified where the low Bid is more than one

standard deviation below the average of substantially responsive bids received.

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

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

(i) Identify ALB as per the step mentioned in Clause No.14.2 (a).(i) and 14.2 (a).(ii) whichever is applicable.

(ii) Clarify and analyse the bidders resource inputs and pricing, including overheads, contingencies and profit margins. In that respect committee may seek the reference of the guidelines of World Bank, AIIB, ADB etc.

(iii) Decide whether to accept or reject the tender.

Additional Performance Security in case of acceptance of ALB:
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. 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.

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.

15.0 Late Bid:

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

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

iii. Bidding through EMAIL will not be accepted.

16.0 Preliminary examination of bids and determination of responsiveness:

i. Prior to the detailed evaluation of bids, AEGCL will examine the bids to determine whether they are complete and all documents as per relevant Clauses are provided or not, whether the documents have been properly signed, whether the required bid security is included, and whether the bids are generally in order and provides any clarifications and/or substantiation that AEGCL may require.

ii. A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents deviation or reservation and includes the amendments and changes, if any. AEGCL may waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation or reservation, provided such deviation or reservation does not (i) affect in any substantial way the scope, quality or performance of the Works; (ii) limit in any substantial way, inconsistent with the bidding document, AEGCL's rights or bidder's obligations under the contract; or (iii) whose rectification would affect unfairly the competitive position of other bidder's presenting substantially responsive bids.

iii. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by AEGCL and not included for further consideration.

17.0 Payment Terms:

i. No advance payment shall be made in this contract.

ii. No claim for interest shall be entertained by AEGCL.

iii. The price is firm and no price variation shall be applicable.

iv. First & Finall bill for the supply will be entertained only after 100% completion of the work.

v. Payment will be made by the DGM, Bongaigaon T&T Circle, AEGCL, Dhaligaon.

18.0 Performance Security Deposit:

Further, Performance Guarantee of 10% of total contract value for of the project in the form of Bank Guarantee (BG) from a nationalized or scheduled Bank of RBI for a period of 60 (sixty) months from the date of supply is to be submitted with

acceptance of LOI and before signing of the Contract Agreement. Moreover, before one month (i.e. 30 days) of expiry of the BG, renewal is to be done by the contractor if required, otherwise revocation would be done by AEGCL within claim period. BG is to be submitted strictly as per prescribed format of the AEGCL. BG should remain valid up to 60 (sixty) days beyond warranty/ Performance Guarantee Period. Duly pledged in favour of the **MD AEGCL,** and such security deposit shall be valid up to 30 days beyond the warranty period of 12 (twelve) months.
Please note that, if the selected Bidder / Firm fails to furnish the requisite performance security as stated above and sign the contract within the stipulated period, LOI/work order issued in favour of the Bidder/ Firm will automatically be Null & void.

18.1. If the bidder / firm fails or neglects to observe and perform any of his obligations under the contract, Purchaser (AEGCL) shall have the right to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the Contractor/Firm.

18.2. No interest shall be payable on such deposits.

19.0 Liquidated Damage:

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

I. Recover and amount at the rate of 1% (One Percent) of the Contract Price per week or part thereof 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.

II. 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.

20.0 Warranty:

- The supplier warrants that all goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

- The supplier further warrants that the goods shall be free from defects arising from any act or omission of the supplier arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. The supplier will provide warranty for the works executed by them.

- If during the period of warranty any defect is found, the purchaser shall give notice to the supplier stating the nature of defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the supplier to inspect such defects.

- If having been notified, the supplier fails to remedy the defect within a period of 15 (Fifteen) days, the purchaser may, following notice to the supplier, proceed to do such work, and the reasonable costs incurred by the purchaser in connection therewith shall be paid to the purchaser by the supplier or may be deducted by the purchaser from any amount due to the supplier or claimed under the Performance Security.

- The term period of warranty shall mean the period of **12 (Twelve) months from the date of supply**. The successful bidder should warrant the free replacement of any damaged/malfunctioning equipment and its accessories during the warranty period.

21.0 Corrupt or Fraudulent practices

It is required that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of the contracts. In Pursuance of this Clause AEGCL;

defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by AEGCL if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

22.0 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, 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.

23.0 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.

24.0 Scope of Work: The brief description of scope covered under this Bidding Document is furnished below:

a) Fabrication and repairing/refitting of damaged tower members at Loc. No. 272, 273, 277, 281, 287, 291, 292, 296, 297, 299, 327, 334, 346, 348 & 350.

b) Repairing/replacement of damaged tower legs etc. including carrying out all necessary civil works at Loc. No. 273, 281, 294 & 350.

c) PCC, RCC & mufflering works of tower legs at Loc. No. 273, 277, 280, 281, 282, 283, 284, 285, 287, 288, 289, 290, 291, 294, 297, 298, 299, 319, 327, 348, 350, 390.

d) Earthing of tower legs including supply of all earthing materials at Loc. No. 273, 277, 280, 281, 282, 283, 284, 285, 287, 288, 289, 290, 291, 294, 297, 298, 299, 319, 327, 348, 350, 390.

e) Clicking before and after photographs of the locations work wise and submitting the photographs along with the bill after successful completion of the works.

25.0 Plea of Custom:

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.

The contract shall not be vitiated by any inadvertent omissions of any kind in the surveys, information, specifications, drawings or schedule of quantities.

26.0 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.

27.0 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.

28.0 Defect after completion of work

i. 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 / warranty period.

ii. 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.

29.0 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.

30.0 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.

31.0 Use of materials arranged by the Board

If any materials supplied by AEGCL are found to be misused or wasted due to negligence by the contractor comes to the notice of the Board then the contractor shall be liable to pay compensation to the Board as may be decided by the Board.

32.0 Labour Legislation

i. The contractor 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 there of or any other laws relating thereto and the rules made there under from time to time.

ii. The contractor 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.

iii. The contractor shall not employ persons below the age of 18 years as labours for the erection work.

iv. The contractor 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 contractor. The contractor shall provide adequate safety devices like head protective gears, belt etc, to his labours while executing the erection work.

v. The contractor shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by them. The contractor shall fully indemnify AEGCL against any action by the state and/or Central Government for any default or alleged default by the contractor for violation of any of such rules and regulations. If, due to any default of the contractor, AEGCL has to incur any expenditure for compliance of contractor 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 contractor.

33.0 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.

34.0 Eligibility of Contractor 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.

35.0 Insurance

The Contractor 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.

36.0 Damage to person and property

i. 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.

ii. 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.

37.0 Statutory and Safety requirement

i. 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.

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

iii. The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

a) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (So far as the same is under his control) and the Works in an orderly state appropriate to the avoidance of danger to such persons, and

b) Provided and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods.

38.0 Right to Reject:

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

Appendix-1

COVERING LETTER (ON THE BIDDERS LETTER HEAD)

To,

The Deputy General Manager, Bongaigaon T&T Circle, AEGCL, Dhaligaon

Sub: Submission of Tender.

Ref:-

1. NIT No:-
2. Name of work:-
3.

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.

Bidders Signature & Seal

Appendix-2
PROFILE OF THE BIDDER
Hard copy of the following documents to be submitted with Techno-Commercial Bid.

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

Bidders Signature & Seal