



ASSAM ELECTRICITY GRID CORPORATION LIMITED
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**TERMS, CONDITION AND TECHNICAL SPECIFICATIONS OF
CONTRACT
WITH ITEM RATE SCHEDULE**

N.I.T. No. AEGCL/DGM/TTC/TEZ/T-20/2017/43(Group B)

Group B: filling of earth at colony and store area of 132/33 KV Dhekiajuli GSS

**DEPUTY GENERAL MANAGER,
AEGCL, Tezput T&T Circle,
Dhanuanagar, Tezpur.**

BID NO: AEGCL/DGM /TTC/TEZ/ T20/ 2017/43(Group B) Dated 15/05/2017

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

Sl. No.	Name of work	Bid Security In INR	Time of completion In Days
1	Group B: filling of earth at colony and store area of 132/33 KV Dhekiajuli GSS	18,500.00	150 days

1.0 Cost of Bid Document:

Bidder has to pay Non-Refundable tender document cost @**Rs.1000.00 (One Thousand) only** online through DEBIT /CREDIT card & NET BANKING etc.

Bidder has to pay Non-Refundable service fee online through DEBIT /CREDIT card & NET BANKING etc. as applicable to the e-tendering service provider in order to participate in the tender.

2.0 Bidding Address:

2.1. Bidder must create user ID in the web portal <https://aegcl.etenders.in> in order to participate in the e-tender.

2.2. Bidders shall be required to bid for the complete Package and no part offer shall be accepted. Bidders must download the bidding documents from the above mentioned portal and both technical & Price bid must be submitted through online mode only along with all scanned supporting documents (Suggested scan at 150 dpi in .pdf format). Bidder can Re-work/Edit their bids before closing date of the tender. Bidders are advised to submit/re-work their bids well advance in time to avoid any last minute unforeseen hassle. However, AEGCL may ask bidder to submit hard copies of GTP, Drawing, Manufacturer authorization of the major items and any other documents if deemed necessary.

3.0 Validity of Bids

3.1. 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. If a bid security shall also be extended for a corresponding period.

3.2. Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

4.0 Bid Security:

4.1. All bids must be accompanied by a bid security amounting to **Rs.18,500.00** only in the form of Call Deposit/Demand Draft/Banker Cheque from any Nationalised Bank payable at Guwahati in favour of the **Managing Director, AEGCL, Bijulee Bhawan, Paltanbazar, Guwahati-01**.

4.2. Scanned copy of the bid security must be submitted with the Technical Proposal. However the original EMD document must be submitted in the O/O the DGM, Tezpur T&T Circle, AEGCL,

Dhanuanagar, Tezpur one hour before opening of the bid. Bid security shall have to be valid for 30 days beyond the validity of Bid.

- 4.3. If a bid security is specified, any bid not complying then his bid shall be rejected by the Employer as non-responsive.
- 4.4. 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.
- 4.5. The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.
- 4.6. 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:
 - (i) sign the Contract with in the specified period.
 - (ii) furnish a performance security within 15 (fifteen) days' time.
- 4.7. The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.
- 4.8. If a bid securing declaration is not executed in accordance with the above, AEGCL will declare the Bidder ineligible to be awarded a contract by the AEGCL for the period of time stated in the Form of Bid Securing Declaration.

5.0 Submission and Opening of Bids

- 5.1. Bids must be submitted through online mode and no later than **17.00 Hours (IST) of 28th of May, 2017.**
- 5.2. Subsequently, the bids will be opened publicly at **11.00 Hours (IST) 29th of May, 2017.**
- 5.3. AEGCL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the AEGCL and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

6.0 Eligible Bidders

- 6.1. A Bidder may be a private entity or a government-owned entity.
or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium, or association (JV). In the case of a JV:
 - a) all partners shall be jointly and severally liable, and
 - b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 6.2. A Bidder, and all partners constituting the Bidder, shall have Indian nationality. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of Republic Of India. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 6.3. AEGCL considers a **conflict of interest** to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Anticorruption Policy 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.
- 6.4. A firm that is under a declaration of ineligibility by the AEGCL or any Government Entity or PSU at the date of the deadline for bid submission or thereafter i.e. on or before contract signing date shall be disqualified.
- 6.5. Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.
- 6.6. In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 6.7. The bidder must have experience of **Land development works** (*detail the work*) _____ (*detail the quantity*).

7.0 Financial Capability:

- 7.1. Bidder will require to submit along with the bid the audited balance sheets 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.
- 7.2. **Average Annual Turnover** : Minimum average annual turnover **INR 11,03,000.00** calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) Years.
- 7.3. **Financial Resources**: Bidder need to demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:
- (1) the following cash-flow requirement, **INR 11,03,000.00** and
 - (2) the overall cash flow requirements for this contract and its current works commitment.

8.0 Experience:

- 8.1. Experience on relevant work under contracts in the role of contractor, subcontractor, or management contractor for at least the last 5(five) years prior to the bid submission deadline.

- 8.2. Participation as contractor, in at least three 2 (two) contracts within the last 5 (five) years, each with a value of at least **INR 5,51,500.00** that have been successfully or are substantially completed and that are similar to the proposed work **Group B: filling of earth at colony and store area of 132/33 KV Dhekiajuli GSS**. Each of such project/ works should consist of at least three work orders having one or more completion certificate.

9.0 Evaluation Criteria:

- 9.1. Techno-Commercial Evaluation will be done on the basis of *Bid Clause* No. **6.0**, Eligibility; Cl. No. **7.0**, Financial Capability; Cl. No. **8.0**., Experience submitted by the bidder.
- 9.2. Price Bid of only **Responsive Techno-Commercial Bidders** will be opened.
- 9.3. **Arithmetical Error**, if observed while in Price Bid evaluation, same will only be corrected.

10.0 Clarification

- 10.1. 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 7 (seven) days of closing of the bid. The Employer will respond to any request for clarification, provided that such request is received no later than seven (7) 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 10.4.1. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the AEGCL not later than one week before the pre-bid meeting if there is provision of Pre Bid Meeting.
- 10.4.2. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by AEGCL exclusively through the issue of an Addendum but not through the minutes of the pre-bid meeting.
- 10.4.3. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

11.0 Amendment of Bidding Document

- 11.1. At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 11.2. 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.
- 11.3. 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.

12.0 Preparation of Bids By The Bidders:

12.1. 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.

12.2. 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.

12.3. Bid Prices and Discounts

- 12.3.1. 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.
- 12.3.2. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. If a Bidder wishes to make a deviation, such deviation shall be listed. . The Bidder shall also provide the additional price if any, for withdrawal of the deviation.
- 12.3.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Where no different Price Schedules are included in the Bidding Document, bidders shall present their prices in the following manner:
 - a. Separate numbered Schedules shall be used for each of the following elements.
 - i. The total amount from each Schedule shall be summarized in a Grand Summary giving the total bid price(s) to be considered.
- 12.3.4. The price of the work shall be quoted as the Base Price or EXW Price
- 12.3.5. Sales Tax, VAT, Service Tax and all other taxes (as applicable) 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.
- 12.3.6. Whenever forest produces like sand, stone, timbers etc are used in the work the contractor have to furnish documentary proof that requisite royalty on such produces has been paid to the concerned Department.

12.3.7. When the work 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.

12.3.8. 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.

12.3.9. 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.

13.0 Additional Requirements:

13.1. Detailed list of tools, plants, equipment’s and machinery available with the tenderer along with their value (A copy of approved assessor’s certificate to be enclosed or affidavit).

13.2. Name, qualifications of the technical supervisors and staff under the employment of the tenderer and organization on hand and proposed to be engaged for the subject work (Authenticated by a Chartered Accountant or sworn through affidavit).

13.3. Other facilities available with the tenderer not covered hither to.

13.3.1. Bidders(s) knowledge from actual personal investigation of the resources of the region or District (S) in which he/they offers the work.

13.3.2. Copy of Contract labour license.

13.3.3. The Bidder shall furnish copy of their PAN Card. The card must be in the name of firm, in case the tenderer is a partnership Firm.

13.3.4. In case the tenderer is a partnership Firm, the work experience, solvency and turn over shall be in the name of partnership Firm only.

13.3.5. GRN certificate/VAT registration No./WC-2 and valid labour license.

13.3.6. Registered Power of attorney, if any.

14.0 Negotiation with successful bidder:

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

15.0 Materials of Construction:

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

(a) Cement Lafarge, Ultra Tech, Ambuja or approved brand of manufacture as per specification confirming to IS 269, 1970. (*Cement grade to be specified as per the instance of work*). The grade of cement shall not be less that M 20.

(b) Reinforcement bars conforming to relevant IS Code for RCC works, (TMT bar).

(c) Prior approval from Engineer-in-charge or his authorized representatives shall have to be obtained for utilization of cement/steel brought to the site.

(d) Purchased documents of cement/steel shall have to be produced and kept in record in the contractor bill.

(e) The cement/steel purchased from the authorised dealer of local market may be allowed to use after checking the quality.

- (f) Prior to construction BLOCK TEST is to be carried out and in case of any deviation from standard practice any work done will be rejected and the contractor will have to reconstruct at his / their cost and labour.

16.0 Contract Agreement:

- 16.1. An agreement shall have to be drawn on non judicial stamp of appropriate value with the Department by the selected Contractor in AEGCL's General Conditions of Supply and Erection 2009 of contract within 10 (ten) days from the date of issue of the LOI/Work Order.
- 16.2. 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.

17.0 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:

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

- 17.2. 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.
- 17.3. Contractual failure:- Refer clause No.27.1 of AEGCL's General Conditions of supply and erection 2009.

18.0 PERT Chart and/or BAR Chart:

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

19.0 Site Facility

- 19.1. AEGCL will not provide any accommodation at the work site for the contractor and their field personnel. The same have to be arranged by the Bidder/Firm from their own. The contractor shall provide Medical/Hygienic facilities to the personnel engaged by them.
- The quoted price shall be deemed to include charges for all site facilities for labour that are considered necessary for execution of the work. Subject to availability of land the AEGCL may provide free site for labour camp, construction of yard etc close to site of work.
- No assurance can be given regarding the vulnerability of AEGCL's land given for use to the Bidder to flooding during high floods. The AEGCL undertakes no responsibility or liability in this regard.
- The bidder shall make his own arrangement for arranging power supply as may be required for work. The AEGCL may, however 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.

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

20.0 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.

21.0 Warranty:

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

22.0 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.

23.0 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.

24.0 Payment Terms:

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

24.2. Payment of running shall be admissible against progressive bills provided the Contractor/Firm completes at least 25% of the total amount of the work. 10% Deduction towards RETENTION will be made.

24.3. Final payment shall be released to the contractor only after final acceptance by AEGCL and submission of Performance Security Bank Guarantee.

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

24.5. Payment is subject to availability of specific fund.

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

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

24.8. Bill will be routed through DGM, Tezpur (T&T) Circle, AEGCL, Dhanuwa Nagar, Tezpur, and Payment will be made through Net Banking system at HQ.

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

25.0 Performance Security Deposit:

- 25.1. The successful bidder shall have to deposit through a **Bank Guarantee** from a Nationalized or scheduled Bank of RBI in AEGCL's standard proforma on non-judicial stamp of appropriate value for an amount equivalent to **10% (ten percent)** of the total value of the order as performance security, immediately within **10 (ten) days** from the issue of the letter of intent/detailed orders (as the case may be), duly pledged in favour of **The Managing Director, AEGCL, Bijulee Bhawan, Paltanbazar, Guwahati-1**, and such security deposit shall be valid up to 30 days beyond the warranty period of 12 (twelve) months. The Bank Guarantee (BG) should be sent directly to the **O/O the Managing Director, AEGCL, Bijulee Bhawan, Paltanbazar, Guwahati-1** by the issuing Bank under registered post AD.
- 25.2. 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.
- 25.3. 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.
- 25.4. No interest shall be payable on such deposits.

26.0 Retention Money:

- 26.1. In addition to above performance security deposit, **10%** value of each progressive bill will be retained by the Engineer/Purchaser as Retention Money. The amount will be held by the Purchaser (AEGCL) till the work under the contract is completed and the completion certificate is issued in pursuance to clause 25.0 of AEGCL's General Conditions of Supply and Erection 2009.
- 26.2. If the Firm/Bidder fails or neglects to observe and perform any of his obligations under the contract, the Purchaser (AEGCL) shall have the right to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier/contractor.
- 26.3. No interest shall be payable on such deposit.

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, 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.

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. Group B: filling of earth at colony and store area of 132/33 KV Dhekiajuli GSS.

The scope of work under this contract consist of providing of all labours, materials, scaffolding, equipment and plants and transportation of all incidental items not shown or specified but reasonably

implied or necessary for the proper completion of work. The scope of work covered by this specification is primarily complete civil works.

29.1 EARTH FILLING:-

- (a) It shall be the responsibility of Contractor to ensure that no earthwork will commence until the existing ground levels at different cross-sections have been recorded and such records of levels have been jointly signed and dated by the contractor and Engineer-in-charge or his authorized representatives. Cross-sectional profiles plotted on the basis of the recorded ground levels shall also be jointly signed by the Contractor or his authorized representative and Engineer-in-Charge or his authorized representative. The points at which the cross sectional ground levels to be recorded and the extent of levelling work to be done shall be decided by the Engineer-in-Charge.
- (b) The Contractor may bring the notice of the Engineer-in-charge such additional cross-sections that in his opinion should be taken for proper assessment of quantities. Such representation, however, should be made before commencement of any earth work. The Engineer-in-charge's decision thereon shall, however, be final and binding on the contractor.
- (c) The Contractor shall sign every page in the level books and cross-section sheets where original ground level and final level of completed work are recorded in token of his acceptance of these levels and cross-section for the purpose of computation of quantities for payments. No dispute whatsoever shall be entertained on this account.
- (d) The Contractor shall clear all shrubs and jungles on the existing ground up to a distance of 3 m from the proposed land to be filled up. All trees, stumps will have to be uprooted from the ground to be covered by the land to be developed. Uprooting of trees, stumps in the area covered by the area to be developed will not be paid for separately, and the rate of earth work includes such uprooting of trees & stumps.
- (e) No extra payment will be admissible for filling up the hollows left after uprooting the tree stumps in the area to be developed. Pre-ground levels as represented by the cross-sections taken before commencement of work will not be deemed to be vitiated and will hold good for the assessment of the earth work quantities.
- (f) Type of soil to be used in the land developed work will be selected soil (Non organic or non Silt) and to be brought from outside including all lead and lift (Land compensation, forest royalty, and other tax if any will be the responsibility of the Contractor/Firm).
- (g) Contractor should set out the work according to the plan and as directed by the Engineer-in-charge or his representatives. Reference Peg is to be made permanent and kept clear of all further constructions. He/they should obtain the approval in writing from the Engineer in charge for the correctness of the site set out and the reference marks before commencing the execution of the work.
- (h) While carrying out the filling work the contractor will take all necessary precautions to see that no infringement is caused.
- (i) The earth work shall be done in layers not exceeding 200 mm in thickness in the loose state. The compaction is to be done by using suitable rollers with minimum eight to ten passes of the roller on each layer which will be required to achieve approximately the Standard Procter (95% Standard Procter density) dry density under optimum moisture content conditions.
- (j) No hand roller or hand ramming is permitted. However, where it is physically not possible to use the mechanical roller, the compaction may be done by using hand roller or hand hammer/tamper with prior written permission of the Engineer-in-charge, in which case thickness of layer to be restricted to 150 mm in loose state, so as to achieve the prescribed degree to compaction.
- (k) Each layer shall be compacted to the desired density over the entire width commencing from the two sides.
- (l) While compacting, it shall be ensured that there is a maximum overlap of 150mm beyond each run of the roller.

No extra payment will be made for cost of bailing or pumping out water from marshy land or water logged area. It should be clearly understood that the rates quoted are inclusive of all charges for such items incidental to earth filling work.

29.2 Additional Works If Any:

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

The actual necessary cost will include:-

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

29.3 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 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 under Acts, Rules and Policies Tab.

Letter of Technical Bid

[Bidder's Letterhead]

Date: _____

Tender No.: _____

Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the completion/delivery schedule specified in the bid document, the following Goods and Related Services:

- (c) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract;
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process;
- (f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by AEGCL, APDCL or APGCL under the Employer's country laws or official regulations
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Proposal Submission Sheet

Date: _____

Tender No.: _____

Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the completion/delivery schedule specified Schedule of Supply & Erection, the following Goods and Related Services: _____
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

- (d) The discounts offered and the methodology for their application are:

- (e) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Bidding Forms:

Name of work:

Bid Identification No:

General

- (i) Name of the Firm/Contractor:
- (ii) Full Address:
- (iii) Constitution of the Firm:
 - a) Whether Partnership or any type:

A) Experience

- (i) No of years the Firm/Contractor has been in operation under its present name.
- (ii) Details of work executed/being executed by the tenderer in the last three years.
- (iii) Testimonials from Clients Company on various works executed for the last three years.
(Details of works executed/under execution in the last three years including other department)

Sl. No.	Name of work & W/O No.	Worked Done Under	Value of Work	Specified date of completion	Present status/completed on

B) Financial Position

- (i) Financial Turnover during the last three years (copies of Audited Annual report, Accounts or a statement duly certified by a chartered accountant and Income Tax return.

Year	Turn over
2013-14	
2014-15	
2015-16	

Any other details that the tenderer may like to furnish to substantiate their financial and technical ability to undertake this work and complete the same within stipulated period of completion.

Name of the Bidder:-

Signature of the Bidder/Firm
Full Name
Postal Address
Phone/Mobile No.

PRICE BID: Schedule – I (Supply)
(To be submitted in the Part-II, 'Price bid' in sealed envelope in quadruplicate)
: I : SCHEDULE OF PRICES AND OTHER DATA.

(Prices are in Rs.)

Item	Description	Measuring Units	Qty	Unit Price	Total Price
1	2	3	4	5	6
1.	Not Required				
2.					
3.					
4.					
TOTAL Columns 6 to be carried forward to Schedule No. III. Grand Summary					

Note:

Bidder will have to submit in a separate statement detail Item wise materials requirement such as Cement, Rod, Sand, Stone Chips, Shuttering etc. along with their estimate. The statement should be duly signed by the bidder.

In case of failure to provide such estimate AEGCL reserves the right to cancel the bid without any prejudice.

Bidders may add up columns to show Taxes applicable if any at time of submission of bid

Name of the Bidder:-

Signature of the Bidder/Firm

Full Name

Postal Address

Phone/Mobile No.

Schedule No. II (ERECTION)
Installation and Other Services (Installation and commissioning services including Civil Works)

SCHEDULE OF QUANTITY (ERECTION)

(Note: Items and Sub items shown in this Annexure shall only be used in preparing Price Bidding Schedules. Any other items not specifically mentioned here under are Deemed to be included in other Items)

Name of work : Group B: filling of earth at colony and store area of 132/33 KV Dhekiajuli GSS.

Item No	Description of work.	Unit.	Qty.	Rate.	Amount.
1	Raising low site around the building with approved soil obtained from outside by truck carriage including breaking clods, dressing etc complete including paying necessary forest royalty, sales tax, land compensation, municipal gate fees, if any monopoly duty etc (profile measurement to be taken and 12.5% deduction for shrinkage to be made from total quantity) etc complete as directed and specified. (b) Other than Guwahati city.	M ³	4356.660		

Name of the Bidder:-

Signature of the Bidder/Firm

Full Name

Postal Address

Phone/Mobile No.

SCHEDULE – III
GRAND SUMMARY

Schedule No	Item	Total
I	Supply (Colmn-11)	
II	Erection (Colmn-6)	
GRAND TOTAL to be carried forward to Letter of Price Bid		
Not Required		

Name of the Bidder:-

Signature of the Bidder/Firm

Full Name

Postal Address

Phone/Mobile No.

Form of Bid Security (Bank Guarantee)
(To be stamped in accordance with Stamp Act)
(The non-Judicial Stamp Paper should be in the name of issuing Bank)

Date: _____

Bid Reference No.: _____

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [Date] for the supply of _____ [Name of Contract] (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We _____ [Name of Bank] of _____ [Name of Place] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [Name of Purchaser] (hereinafter called "the Purchaser") in the sum of _____ 1 for which payment well and truly to be made to the said Purchaser the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

- 1) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in the relevant Bid **Clause**;
- Or
- 2) If the Bidder refuses to accept the correction of errors in his Bid;
- Or
- 3) if the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date ____ days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name, and Address)

ANNEXURE: I

Following information is to be furnished in the 'Technical and Commercial bid' as first page.

(Please tick mark where necessary.)

1)	Earnest money (EMD)	:Submitted/Not submitted
	a) Amount of EMD	:Rs.
	b) Submitted in the form of	
	i) Bank Guarantee	: Yes/No.
2)	Validity of the offer	: days from the date of opening of 'Technical & Commercial Bid' & 'Price bid'.
3)	Nature of price offered	
	i) 'FIRM' Price	: Yes/No
4)	Terms of payment (Whether agreeable to accept payment as specified in clause- V-10 of 'Other terms & conditions' of Specification)	: Yes/No
5)	Date of completion of supply/Erection. (Please specify the date of completion of supply/Erection as per specification)	: Yes/No
6)	Delay in Supply/Construction (Whether agreeable to accept AEGCL's terms as specified in Clause no- 31 of 'General conditions of supply & erection of AEGCL')	: Yes/No
7)	'Security and performance guarantee' (Whether agreeable to accept as specified in Clause no- V-12 & V-13 of 'Other terms & conditions' of Specification)	: Yes/No
8)	Sales tax clearance certificate of the current year furnished	: Yes/No
9)	Whether drawing etc. as per specification are furnished	: Yes/No
10)	List of orders executed for similar works furnished	: Yes/No
11)	Performance certificate from the Govt/Govt	: Yes/No

	undertaking furnished	
12)	Deviation from the specification	
	a) Technical	: Yes/No
	b) Commercial	: Yes/No
13)	Information in respect of technical capability is furnished	: Yes/No
14)	Information in respect of Financial capability certificate from the Banker is furnished	: Yes/No
15)	Certificate as per Cl.no. 13.1 enclosed	: Yes/No
16)	Certificate as per Cl.no. 13.2 enclosed	: Yes/No
17)	Copy of Contract Labour License, Cl. No. 13.3.2	: Yes/No
18)	PAN card as per Cl. No. 13.3.3	: Yes/No
19)	GRN certificate/VAT registration No./WC-2 and valid labour license as per Cl. No. 13.3.5	: Yes/No
20)	Registered Power of Attorney as per Cl.no. 13.3.6	: Yes/No

It is certified that the rates have been quoted as per terms and conditions laid down in the tender specification and without any deviation.

Date:

Signature of Bidder with seal