

# ASSAM ELECTRICITY GRID CORPORATION LIMITED



**TENDER SPECIFICATION FOR**

**DETAIL SURVEY OF  
132KV BARPETA LILO TRANSMISSION LINES  
USING MODERN SURVEY TECHNIQUES  
UNDER RANGIA DIVISION**

**PART - I**


**TECHNICAL BID**

**GENERAL TERMS & CONDITIONS WITH COMMERCIAL BOD**

## SURVEY TENDER

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## SURVEY TENDER

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**Tender Notice No: AEGCL/DGM/LAC/TT/TLS-69/2018-19/358 Dtd: 05/02/2019**

**(New Tender) FOR LINE SURVEY WORKS**

Sealed percentage rate tenders are invited in two separate sealed covers Super scribed technical bid and price bid for "...” from Registered Contractors in appropriate class with AEGCL/Central/State Government / Railway/Semi. Govt. and who has executed similar nature of work and magnitude successfully.

Sr. No.	Name of Work	Time Limit	Tender Fee Rs.	E.M.D. Rs.	Appropriate class
1	Detail Survey of 132kV BARPETA LILO TRANSMISSION LINES From Loc No- 37 to 49 By Using Modern Survey Techniques under Rangia Division.	30 days	500/- (Non refundable)	2500.00	‘D’ & Above

- 1) Last date of submission of tender :( Technical and Price bids) : 08/02/2019  
(Only by RPAD / Speed post) (During working Hrs. up to 14.00 Hrs.)
- 2) Due date of opening of Tech. bid : 16.02.2019 (at 15.00 Hrs.)
- 3) Validity of tender : 180 Days from the date of opening of Technical Bid.

No tender shall be accepted / opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the AEGCL shall not assume any responsibility for late receipt of tender.

The tenders are to be submitted by the intending bidders in single envelop with two separate sealed and super scribed envelopes as listed below:

Envelope No.1: Technical bid and pre qualification requirement, bid data, details specification. Envelope No.2: Price Bid.

Technical and pre qualification requirement bid details specification (envelope No.1) will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document.

Price bids (Envelope No.2) of bidders who are assessed and declared as substantially technically responsive on evaluation of the technical bid will be opened for further commercial evaluation.

The Earnest Money Deposit and tender fee will be accepted by Demand Draft on any Nationalized Bank only situated at "GUWAHATI", drawn in favor of "AEGCL,.". Tender without EMD and tender fee shall be rejected. Two separate demand draft for Tender fee and EMD should be submitted with technical bid.

The AEGCL reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

**GENERAL TERMS AND CONDITION OF CONTRACT**

**General Particulars**

The AEGCL., Guwahati hereinafter called 'AEGCL/' 'OWNER' intends to receive bids for survey work using GPS system for **132kV Barpeta LILO TL from Loc No 37 to 49 Under Rangia Division** all detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these instructions.

1.1 The Scope of the proposal shall be on the basis of a Bidder's responsibility, completely covering all the Survey work of **tentative transmission line as per Schedule – B of PART-III**

2.0 Scope of the proposal and Work:-Please refer technical specification Document.

**3.0 PROJECT PARTICULARS**

Name of the Project:

Survey of **132kV Barpeta LILO TL from Loc No 37 to 49 Under Rangia Division**

**4.0 Bidding Costs**

All costs/expenses in the preparation and submission of the Bid (including any post Bid discussions/presentations) shall be fully borne by the Bidder. Owner will not be Responsible / liable for these costs irrespective of the course and conclusion of this Bidding.

**BID DOCUMENTS**

**Details of Documents**

The following Bid documents apart from Invitation to Bid detail the for survey work & the bidding procedures and the terms & conditions of contract:

- a). General Conditions of Contract (GCC-Part I)
- b) Survey condition of contract
- c). Special Conditions of Contract (SCC-Part I)
- d). Technical Specifications for survey (TSP-Part II)
- e) Bid Form and Price Schedules (BF/PS-Part III)

**Knowing the Bid Documents**

5.2.1 Every intending Bidder is to examine and understand all instructions, forms, terms, conditions and specifications in the Bid Documents and fully know himself all the conditions and contents therein, which may in any manner, affect the scope & content of work and the costs thereof. Submission of a Bid not substantially responsive to the Bid Document in all respects and/or failure to furnish all information required by the Bid Document may entail rejection of the Bid at the Bidder's risk.

**Clarifications on Bid Documents**

In case an intending Bidder finds any discrepancy or omission in the documents and specifications or is in doubt as to the true meaning of any part, he shall make a request, in writing not later than the date of pre Bid discussion, to the owner in triplicate. The owner will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request. On receipt of such interpretations/clarifications, the Bidder may submit his Bid within the date and time stipulated in the Bid invitation, All such explanations, interpretations and clarifications from the Owner shall be deemed as part of Bid Documents and shall invariably accompany the Bidder's proposal.

Any verbal/telephonic clarifications and information given by the Owner or his employee (s) or his

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representative(s) will not in any way be binding on the Owner.

### **Amendment of bidding document:**

At any time prior to the deadline for submission of Bids the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by the intending Bidder, modify the Bidding Document with amendment(s).

The amendment will be notified in writing or Fax /web site to all intending Bidders who have received the Bidding Document at the address contained in the letter of request for issue of Bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.

Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and shall invariably enclose such documents as a part of the bid.

## **PREPARATION OF BIDS**

### Language Of Bid:

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Owner, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

### **Bid Format**

Bidders have to make the Bid in the formats furnished with this Document. verbatim without adding any printed/typewritten text of their own.

### **Local Conditions:**

It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under Seal & Signature of Bidder these documents and specifications. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.

It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

### **Documents comprising the Bid:**

The Bidder shall complete the Bid form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents, indicating, for the goods to be supplied and services to be rendered, a brief description of work involved & price.

9.2.1 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Special Conditions of Contract and GCC.

All Tender Documents/ formats are to be returned completed and filled in all respects and signed by the Company Authorized Signatory wherever specified.

The Bid Guarantee shall be furnished in a separate cover in accordance with clause at GCC.

### **Bid Price:**

The Bidder shall indicate, in the appropriate price schedules, enclosed in bid proposal sheets,. The price for Survey work as per technical detail furnish under the contract, along with the total bid price..

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Detailed break up, covering all the price components of unit prices as well as total bid price, as stipulated in the appropriate price schedules of bid proposal sheet shall be provided by the bidder.

The bidder's separation of price components in accordance with above clause will be solely for the purpose of the facilitating the comparison of Bids by the owner, for contract price amendment due to quantity variation and for on account payments (in case of award) and shall not in any way limit the Owner's rights.

### Bid Security/EMD:

The bidder shall furnish, as a part of its bid EMD, bid security for an amount of one percent of total offered amount to be paid as under:

In the form of crossed DD drawn in favor of DGM, LA T&T Circle, AEGCL payable at Guwahati. Alternatively it can be paid in CASH, the receipt of payment being enclosed with Bid.

The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere The bid guarantee shall be made payable to the Owner without any condition whatsoever. Seal & Signature of Bidder.

11.3.1 Any bid not secured in accordance with above will be rejected by the Owner as non responsive. No exemptions are made in the furnishing of the security.

Unsuccessful Bidder's bid security/EMD will be returned/refunded on finalization of tender or three months from the date of submission of tender whichever is later.

The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee

The bid guarantee may be forfeited.

If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:

If a bidder refuses to accept the contract or fails to commence the works ( including supplies within thirty days of letter of award of contract)

### Format of Bid:

The Bidder shall prepare two copies of the bid, clearly marking each "Original bid" and "Copy of Bid", as appropriate. In the event of any discrepancy between them the original shall govern. All the documents furnished in original document shall be furnished in other copies of Bids.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to sign the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.

The Bidders must submit the qualifying data in one original and one duplicate copy as required in this Instructions to Bidders in separate envelopes sealed and enclosed in the envelope submitting proposals, super scribed as under :

### QUALIFYING DATA FOR THE SURVEY WORK OF 132kV TRANSMISSION LINE

The bid shall contain no interlineations, erasures or overwriting except as necessary to Correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

Bids shall be submitted as under:

Cover-I Earnest Money Deposit (Bid-Security), as per relevant clause of SCC duly signed and Contractor's covering letter. Tender fee details ( as per tender notice)

Cover-II Qualifying Requirements.

Cover-III Technical Bid

Must contain conditions and schedules of Part-III without prices and Technical Data Requirement Sheets (Cover I, II and III will be collectively called Technical Bid).

Signature & seal of bidder

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Cover-IV Price Bid

Price offer as per Part-III including Form of Tender

### **Signature of Bids.**

The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) or the authorized partner(s) or other authorized representative(s).

Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.

If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

The Bidder's name stated on the proposal shall be the exact legal name of the firm.

Bids not conforming to the above requirements of signing may be disqualified and EMD forfeited.

Sealing and marking of bids:

Cover-I 1. Bid No.

Due date for opening

Reference of tender fee & earnest money deposit

Cover-II 1. Bid No.

Due date for opening.

Qualifying Requirements.

Cover-III 1. Bid No.

Due date for opening

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Technical bid & reference and required certificates Cover-IV 1. Bid No.

2. Price Bid and reference.

Cover-I, Cover-II & Cover-III shall be individually sealed and super scribed as

indicated above and should be enclosed in the main cover duly sealed and super scribed as Tender for ..... against Bid No.....

due on containing Cover-I, Cover-II, Cover-III & Cover IV of this tender.

The original Bid and accompanying documents clearly marked "Original" plus one copy for Cover I, II & III and ten copies for Cover IV shall be submitted by the Bidder at the date, time and place specified. In the event of any discrepancy between the original and the copies, the original shall govern.

The Bid shall be submitted by RPAD or through speed post services at the Office of the DGM, LA T&T CIRCLE, AEGCL, NARENGI, GHY-26, Bids submitted should be posted with due allowance for any postal delay. The Bids received after the Due Date and Time of opening are liable to be rejected. Telegraphic/Telex/Fax/e-mail Bids shall not be entertained.

The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "original" and "copy".

a. Addressed to the Owner at the following address: DGM, LA T&T CIRCLE, AEGCL, NARENGI, GHY-26

b. Bear the name of package bid enquiry number, name of the work and the words. "DO NOT OPEN BEFORE....."

The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" or "rejected".

If the outer envelope is not sealed and marked as required by Clause No: 15.1 the Owner will assume no responsibility for the bid's misplacement or premature opening.

The Bid Security conditions must be submitted in a separate sealed envelope.

Deadline for submission of bids :

Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.

Bids must be received by the Owner at the address specified under Clause No: 15.3, not later than the time & date mentioned in the Invitation to Bid.

The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations on the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

Any bid received by the Owner after the time and date fixed or extended for submission of bids prescribed by the Owner, will be rejected and not considered for evaluation.

Modification and withdrawal of bids :

The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause No: 15.0. The envelope should clearly indicate whether the modification is for the Technical bid or the Price bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner.

No bid shall be modified in any manner, whatsoever subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

Signature & seal of bidder

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Information required with the proposal:

The bids must clearly indicate the scope of work as mentioned in the technical specification.

The above information shall be provided by the Bidder in the form of separate sheets, drawings, enclosed etc. in two copies along with soft copy.

Any bid not containing sufficient descriptive details required for survey work, accuracy of survey equipments, calibration date and due date of calibration and details of equipment proposed to use for this contract may be treated as incomplete and hence rejected. Such descriptive detail submitted by the Bidder will be retained by the Owner. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.

Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

The Bidder, along with his Proposal, shall submit a list of recommended survey equipment and experience persons which will be required for the purpose of survey of transmission line under the Contract.

In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

### BID OPENING AND EVALUATION:

Opening of bids by owner:

The Owner will open the bids in the presence of Bidder's representatives who choose to attend on the date and time mentioned for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders who have purchased the bidding document. The Bidder's representatives who are present shall sign a register evidencing their attendance.

The Bidder's names, Technical modifications, Bid withdrawal and such other details as the Owner, at his discretion may consider appropriate, will be announced in the Technical Bid Opening.

The price bids of all the "Techno-Commercial" Responsive Bidders shall be opened in the presence of representatives (up to two per firm) of such bidders who choose to be present. The date & time of opening the Price Bid shall be intimated to all such qualified bidders by Fax/Telex, at least one week in advance besides inviting final price bid if found appropriate after evaluation of Technical bids.

The Bidder's name, Bid Price, all discounts if any, modifications in the Price Bid and any such other details as the Owner, at his discretion, may consider appropriate, will be announced/ furnished in the Price Bid Opening.

No electronic recording/transmitting devices will be permitted during Bid opening.

Purpose of evaluation of bids:

20.1 The Bids received/accepted/opened will be evaluated by the Owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the LOWEST EVALUATED COMMERCIAL AND

### TECHNICALLY RESPONSIVE BIDS.

#### Policy for bids under consideration:

21.1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.

Signature & seal of bidder

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### **22.2** Clarification of bids:

To assist in the examination evaluation and comparison of Bids the owner may on his own ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

### **23** Preliminary Examination:

**23.1** The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Security will be forfeited. The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without deviations, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of nonconformity.

The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

#### Award Criteria

The owner will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, providing further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

In case of award of Contract on a bidder there shall be one contract for survey of Transmission line.

Further, the Owner reserves the right to award separate contracts to two or more Parties in line with the terms and conditions specified in the accompanying Technical Specifications.

Owner's right to accept any bid and to reject any or all bids:

The Owner reserves the right to accept or reject any bid, and to annul the bidding Process and reject all bids at time prior to award of contract, any without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the Affected Bidder or Bidders of the grounds for the Owner's action.

Notification of award:

Prior to the expiration of the period of bid validity and extended validity period, if any, The Owner will notify the successful Bidder in writing by registered letter or cable or Telex or FAX, to be confirmed in writing by registered letter that its bid has been Accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of performance guarantee pursuant to Relevant clause No: 38 & 40, the Owner will

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promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause No: 12.00.

Signing of contract:

At the same time as the Owner notifies the successful Bidder that his bid has been accepted, the Owner will send the Bidder the detailed of Award, incorporating all agreements between the parties.

Within 15 days of receipt of the detailed of Award, the successful bidder shall sign the same with date and return it to the Owner.

The Bidder will prepare the Contract Agreement as per the Performa prescribed and the same will be signed within 30 (Thirty) days of notification of Award.

## DEFINITION OF TERMS

The 'Contract' means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

'Owner' shall mean the AEGCL. Guwahati or any of its subsidiaries and shall include its legal representatives, successors and assigns.

'Contractor' shall mean the Bidder whose bid is accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.

'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.

'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.

The terms 'Equipment', to be used by the Contractor under the Contract.

'Works' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete Survey work including all transportation, handling, unloading and storage at the Site as defined in the Contract.

'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.

'Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.

The term 'Contract Price' shall mean the lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.

Site Engineer 'Inspector' shall mean the Owner owner's Engineers or any person nominated by the time to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.

'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.

'Order' shall mean the official letter issued by the Owner informing the acceptance of the bid.

'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.

'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

A 'Week' shall mean continuous period of seven (7) days.

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Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.

When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.

The term 'Final Acceptance'/'Taking Over' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful Commissioning /completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.

'Drawing', 'Plans, shall mean all:

- a) Drawings furnished by the Owner/Consultant as a basis of Bid/Proposals.
- b) Supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the Contract.
- c) Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner/Consultant.
- d) Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work;  
and
- e) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner.

'Codes' shall mean the following including the latest amendments and/or replacements, if any :

- a) Indian Electricity Act, 1905 and Rules and Regulations made there under.
- b) Electricity Act 2003 and Rules & Regulations made thereunder.
- c) Indian Factory Act, 1948 and Rules and Regulations made there under.
- d) Indian Explosives Act, 1884 and Rules and Regulations made there under.
- e) Indian Petroleum Act, 1934 and Rules and Regulations made there under.
- f) A.S.M.E. Test Codes.
- g) A.I.E.E. Test Codes.
- h) American Society of Materials Testing Codes.
- i) Standards of the Indian Standards Institution.
- j) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.

Words imparting the singular only shall also include the plural and vice –versa where the context so requires.

Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any. Or

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In addition to the above the following definitions shall also apply.

- k) 'All equipment and materials' to be supplied shall also mean 'Goods'.
- l) 'Constructed' shall also mean 'erected and installed'.
- m) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

### 30.0 APPLICATION

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### 31.0 STANDARDS

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods and such standards shall be the latest issued by the concerned institution.

### 32.0 LANGUAGE AND MEASURES

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

#### Price Basis:

The Price shall be quoted on firm basis.

The Price quoted by the bidder shall remain fixed during the bidder's performance of the contract and shall not be subject to variation on any account or for change in quantity.

#### Works contract-tax:

The structural and architectural portion of the contract shall be treated as works contract. Consequently, any sales tax payable on the cost of these items of supply under the works contract shall also be included by the bidder in his total bid price and the owner shall have no liability whatsoever in respect of such works contract tax.

However, the owner will deduct works contract tax out of the supplier's bills as per statutory rules.

As regards the income Tax, surcharge on income tax and any other corporate tax, including service tax if any the owner shall not bear any tax liability whatsoever. The bidder shall be liable and responsible for payment of such taxes as attracted under the provisions of the law.

Notwithstanding the tax liabilities as per the above sub-clause 35.1 to 35.4 the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.

In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay additional tax or duty, then the owner shall reimburse the contractor the additional tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner..

The owner's liability for all taxes and duties under the contract shall be limited to those indicated by the Bidder in the Bid Proposal Sheets, subject to the statutory variations and variations as per above Clause. If the cost to the Contractor during the performance of the 'Contract' shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or bye-law having the force of law the amount of such increase or reduction shall be added to or deducted from the "Contract Price" as the case may be for direct transactions between contractor & owner, and not for bought out items. It is the Bidders responsibility to furnish details of taxes, duties, levies etc. applicable as on the date of submission of the bid.

No claim for any increase towards the statutory variation regarding enhancement of existing tax or duty or introduction

## SURVEY TENDER

of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if any, provided the extension of the contract is required by causes attributable to the contractor.

The provision of statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty will be applicable only to the direct transaction between the contractor and the owner.

Before quoting, the bidder may ascertain from the concerned tax authorities of Government of Assam the applicability of Work Contract Tax, Service Tax, etc. in respect of this work and include the same in the quoted price. No separate claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these taxes.

## TAXES, PERMITS & LICENCES

The Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

Price Inclusions (including Taxes & Duties) :

### Service Tax:

As per Govt of Clause.

### Statutory Variations:

Any statutory increase or decrease in the taxes and duties subsequent to offer if it takes place within the original contractual delivery date will be to the AEGCL's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the AEGCL. However such statutory variation is applicable to only direct supply or services.

### Income Tax

Income-tax at source at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to the contractor.

## CONTRACT PERFORMANCE GUARANTEE CUM SECURITY DEPOSIT

As a contract performance cum security deposit, the successful bidder, to whom the work is awarded, shall be required to furnish a security deposit as per clause No. 36 in form of Bank guarantee from a Public Sector Indian bank/Scheduled, Commercial Bank in the form to be furnished and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.

The Contract security deposit will be discharged without any interest on successful completion of order and only after the performance guarantee condition is fulfilled. The Contractor shall furnish Contract security deposit(s) for the proper fulfillment of the Contract in the prescribed form within fifteen(15) days of "Notice of Award of Contract". The security deposit (s) shall be as per terms prescribed.

## GUARANTEES & LIABILITIES

35.3.1 The Contractor shall warrant that the whole project, in accordance with the Contract documents and free from defects in material/equipment and workmanship for a period of twelve month (12) calendar months commencing immediately upon the satisfactory completion of project.

### Security Deposit Cum Performance Guarantee :

" 36.1 As a security, the successful bidder, to whom the work is awarded, shall be required to furnish a Security cum performance guarantee in form of Bank guarantee from a Public Sector Indian bank/Scheduled, Commercial Bank in the form to be furnished.. The guarantee amount shall be equal to ten percent (10%) of the Contract value in which 5 % in the form of Bank Guarantee and 5 % will be deducted from RA Bill ( 2½ % in first RA Bill & 2 ½ % in second RA Bill ) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and

## SURVEY TENDER

specifications.

The security cum performance Guarantee shall cover additionally the following guarantees to the Owner:

a) The successful Bidder guarantees the successful and satisfactory completion of survey & alignment work as per technical specification & BOQ under the Contract, as per the specifications and documents.

b) The successful Bidder further guarantees that the Software provided by him/his sub-vendors and installed by him shall be free from all defects in design and easy in workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said software within the period of guarantee specified in the relevant clause of the General Terms and Conditions in the Part-I/Special Conditions of Contract.

The Contract Performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages.

The performance guarantee will be discharged without any interest at the end of guarantee period, unless otherwise specified in Special Conditions of Contract.

### 37 Time Schedule:

The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works.

The Owner's requirements of completion schedule for the Works are mentioned in the accompanying Special Conditions of Contract.

The completion schedule as stated in the special conditions of contract shall be one of the major factors in consideration of the bids.

The owner reserves the right to request for a change in the work schedule during pre- award discussions with successful bidder.

The successful bidder will be required to prepare detailed PERT Network/ detailed Bar chart and approved the same from the owner as per the requirement .

### **TIME – THE ESSENCE OF CONTRACT**

The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

The Contractor shall submit a detailed PERT network/bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as leveling, profiling, BOQ ,submission of total detail in hard & soft copy, training to AEGCL engineers etc within fifteen (15) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract documents. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.

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Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

Subsequent to the finalization of the network, the Contractor shall make available to The Engineer a detailed manufacturing programme in line with the agreed Contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer every month thereafter.

The above bar charts/manufacturing programme shall be compatible with the Owner's Computer environment and furnished to the Owner on such media as may be desired by the Owner.

### PENALTY FOR DELAY:

The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond Contractual cut off date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the contract value per week ( of delayed Survey work) with a ceiling of 10 % of the total contract value.

The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the AEGCL.

If the Contractor fails to successfully complete the survey work along with complete Documents within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty a sum specified for each specified period of delay.

The total amount of penalty for delay under the Contract will be subject to a maximum of 10% of the Contract prices.

### DELAYS BY OWNER OR HIS AUTHORISED AGENTS

In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

In addition, the Contractor shall not be entitled to any claim whether demonstrable or reasonable compensation if such delays have resulted in any increase in cost

### Presentation of Bills

For Survey: Monthly R.A Bills for survey work 90% value of work executed in original with one copy shall be submitted to concerned EE(Const) for passing and processing for payment.

Balance 10% payment shall be released only after finalization of complete survey , Submission of profile with the help of latest software, hard copy as well as soft copy, Training to AEGCL engineers for software used for survey works and complete Technical data on completion of work.



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All the bills in accordance with the above clauses must be submitted with the following Information:  
Item wise work done during billing period.

Item wise cumulative work done.

For non-submission or part submission of above information, an additional 5% amount of the respective RA bill shall be withheld and shall only be released at the time of final bill.

## CONTRACT SECURITY AND PAYMENTS

The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on fulfillment by the Contractor of all his liabilities under the Contract.

### Currency of Payment

All payments under the Contract shall be in Indian Rupees only.

### Payment Schedule

Payment shall be as per contract price schedule agreed based on unit rate during Survey work. The final price schedule shall be based on approved profile & BOQ.

### Application for Payment

The Contractor shall submit application for the payment.

Each such application shall state the amount claimed and shall set forth in detail, in the order of the Payment Schedule, particulars of the Works including the Works executed at Site and date mentioned in the application and for the period covered since the last preceding certificate, if any.

Every interim payment certificate shall certify the Contract value of the Works executed up to the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the Engineer, does not comply with the Contract.

### Mode of Payment

All payments under the Contract shall be made as stipulated in the Contract after signing the Contract Agreement. The payments linked with the survey work and progressive submission of documents an certificate issued by the Engineer, one for the quantum of work completed and the other for the successful completion of quality check points involved in the quantum of work billed.

### 43.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, or any other retention award will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims.

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Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

### Terms of Payment

The payment for survey work will be made only after execution of the contract documents/furnishing of Security Deposit and on execution of survey work .

### For Survey works.

Monthly R.A Bills for survey 90% value of work executed in original with one copy shall be submitted to concerned EE(Const) for passing and processing for payment.

Balance 10% payment shall be released only after finalization of complete survey, submission of profile with the help of latest software, hard copy as well as soft copy, training to AEGCL engineers for software used for survey works and complete technical data on completion of work.

(iii) If net payable amount is more than Rs 5.0 Lacs, payment will be released from corporate office.

### Contract Quality assurance:

The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.

At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed and such agreed Programme shall form a part of the Contract.

### 46.0 Survey Tools And Tackles:

The Bidder under a separate schedule, in his proposal shall include a list of all-special equipment tools & tackles etc. which he proposes to bring to site for the purpose of Survey & route alignment work including leveling, Profiles, soil investigation, soil resistivity etc complete required as per BOQ

## CONTRACT DOCUMENTS

The term Contract Documents shall mean and include the following which shall be Deemed to form an integral part of the Contract: Invitation to Bid including letter forwarding the Bidding Documents, General Terms and Conditions of Contract and all other documents included under Part I and the Special Conditions of Contract.

Specifications of the equipment to be furnished for survey under the Contract as brought out in the accompanying Technical Specifications.

Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.

All the materials, literature, data and information of any sort given by the

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Contractor along with his bid, subject to the approval of the Owner /Consultant.

Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

In the event of any conflict between the above mentioned documents the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the parties.

### USE OF CONTRACT DOCUMENTS AND INFORMATION

The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.

Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

### JURISDICTION OF CONTRACT

49.1 The laws applicable to the Contract shall be the laws in force in India. The Courts of Guwahati shall have exclusive jurisdiction in all matters arising under this Contract.

### EXECUTION OF CONTRACT:

The Owner, after the issue of the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval.

The Agreement, unless otherwise agreed to, shall be signed within 30 days of the acceptance of the Letter of Award, at the office of the Owner at Guwahati on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

The Agreement will be signed in copies to be specified and the Contractor shall be provided with one signed original and the rest will be retained by the Owner.

The Contractor shall provide free of cost to the Owner all the Engineering data,

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drawings, and descriptive materials submitted with the bid including soft copy, to form a part of the Contract immediately after issue of Letter of Award .

Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Owner with copies of agreement within fifteen (15) days after the signing of the Contractor.

## ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in anyway to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

## COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed on the expiry of the guarantee period as provided for under the clause entitled 'Guarantee'

## 53.0 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patents covering providing of survey work processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for the Owner, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

## 54.0 DEFENCE OF SUITS

If any action in court is brought against the Owner or Engineer or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

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### 55.0 LIMITATION OF LIABILITIES

The final payment by the Owner in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty period, and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments. The aggregate liabilities are limited up to the total contract value.

### ENGINEER'S DECISION

In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

### POWER TO VARY OR OMIT WORK

No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done as per the contract requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

In any case in which the Contractor has received instructions from the Engineer as to

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the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.

If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.

In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.

Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

## ASSIGNMENT AND SUB-LETTING OF CONTRACT

The Contractor may, after informing the Engineer and getting his written approval, assign or sub-let the Contract or any part thereof other than for raw material, for minor details or for any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subjected to approval by the Engineer. The experience list of equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipment. Such assignment/sub-letting shall not relieve the Contractor of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of Engineer, shall be void.

For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the Owner, the Contractor's purchase specifications and enquiries shall call for quality plan to be submitted by the suppliers along with their Proposals. The quality plans called for from the Vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendors' quality control organization, the relevant reference document/standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the Engineer and shall form a part of the Purchase Order/Contract between the Contractor and the Vendor. Within three weeks of the release of the Purchase Orders/Contracts for such bought out items/components a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

## CHANGE OF QUANTITY

During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying GCC and/or Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 15%(Fifteen Percent ) of the contract price by way of suitable amendment to the contract.

The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

As this is an Survey of transmission line including ,leveling , preparation of field book , preparation of profiles , detail of Railway crossing, river crossing, soil investigation report for river crossing , soil resistivity at the interval of every 3 Km, trial pit every 3 Km, submission of tower schedule, material requirement erection , submission of report on soft copy and hard copy with the help of GPS and other technical data required for completion of entire survey work hand over to AEGCL and training to AEGCL Engineers at No extra cost to the AEGCL.

**60.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS** The Contractor shall agree to cooperate with the Owner's other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Owner in respect of such exchange of technical information, Wherever needed.

## 61.0 NO WAIVER OF RIGHTS

Signature & seal of bidder

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Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

### 62.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF THE CONTRACTOR.

No interim payment certificate of the Engineer, nor any sum paid on account by the Owner, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Owner against the Contractor.

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### 63.0 PROGRESS REPORTS

During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit weekly progress reports as may be reasonably required by the Engineer with such detail of work executed in survey work .

### 64.0 TAKING OVER

Upon successful completion of all the work specified to be performed at Site on survey work and submission of complete documents, the Engineer shall issue to the Contractor a Taking Over Certificate as a proof of the final acceptance of the survey. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

In the event of completion of survey work & submission of complete documents signed jointly., if reasons not attributable to the successful bidder, the Preliminary Acceptance Certificate shall be given within 30 days of pre commissioning tests.

### RISK DISTRIBUTION

Transfer of title in respect of profiles and related software ( soft copy ) by the Contractor to AEGCL to this contract pursuant to the terms of the Contract shall pass on to AEGCL with negotiation of dispatch documents.

This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking Over" of complete documents for entire survey and profile work. The Contractor shall continue to be responsible for the quality and performance of such details and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.

### FORCE MAJEURE

Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a Reasonable amount of diligence could not have foreseen and which substantially Affects the performance of the Contract, such as:

Natural phenomena, including but not limited to floods, droughts, earthquakes and Epidemics;

Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above

The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

### SUSPENSION OF WORK

The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for



## SURVEY TENDER

suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Owner, provided such costs are substantiated to the satisfaction of the Engineer. The Owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.

## CONTRACTOR'S DE FAULT

If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and recontract with any other person or persons to complete the works or any part thereof

and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works .

Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

## TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.

The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner.

In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its uncompleted part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the Cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

## FRUSTRATION OF CONTRACT

In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 84.3 below.

In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of willful or flagrant breach by the Owner) and/or Contractor then the works under the Contract shall be suspended. Furthermore, if the Owner is unable to make

## **SURVEY TENDER**

satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

In the event referred to in sub-clauses 84.1 & 84.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on quantum merit\_ basis which shall be determined by mutual agreement between the parties.

### **71.0 GRAFTS AND COMMISSIONS ETC.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

## **RESOLUTION OF DISPUTES**

### **SETTLEMENT OF DISPUTES**

Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.

Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

### **ARBITRATION**

All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

The arbitration shall be conducted in accordance with provisions of Indian Arbitration Act 1996 or latest amendment thereof.

The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award.

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In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

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The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

### 74.0 RECONCILIATION OF ACCOUNTS

The Contractor shall prepare and submit every two months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of work executed & detail technical clarification with the Owner. The Contractor shall also prepare and submit a detailed of survey work executed along with all relevant documents for quantum of work executed and balance work to be executed in a format to be discussed & finalized with the Owner before the award of Contract.

### LABOUR LAWS:

Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.

Contractor shall maintain a valid labour license under the contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.

The Contractor shall at his own expenses comply with all labour laws and keep the AEGCL indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Contractor shall comply with, are as under:

Payment of contribution by way of Employer's Contribution towards provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges, etc. at the rates made applicable from time to time by the Government of Assam / Government of India or other Statutory Authority.

Payment of deposit in respect of each contract labour at the rate of Rs. 30/-or later prevailing rate with the Office of Commissioner of Labour as per the Contract Labour (Regulation and Abolition) Act.

License fee as prescribed under the Contract Labour (Regulation and Abolition) Act and Rules framed there under depending upon the number of workmen.

Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.

Identity cards as prescribed under the Factories Act with photo affixed thereto, for identification.

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Payment of retrenchment compensation, Notice Pay and other liabilities as per Industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labour Laws.

Payment of compensation in case of accidental injury.

Provision of crèche if the female laborers employed are more than 30.

Maternity Leave as per the provisions of the Maternity Benefit Act.

The above are some of the major liabilities of the Contractor in addition to other liabilities prescribed under the various labour laws, in force from time to time, from Statutory Authorities like State Government/ Government of India, which the Contractor shall have to comply with.

### PROVIDENT FUND AND FAMILY PENSION SCHEME:

The Contractor shall submit along with his bills (month wise) a statement regarding deduction against employees Provident Fund and Family Pension Scheme in respect of each concerned employee. Provident Fund and Family Pension Scheme at the rate of 18% (or at the rate made applicable by the Government from time to time of the wages). The Contractor's contribution and his workers contribution towards Provident Fund and Family Pension Scheme shall be deposited by the Contractor with Regional Provident Fund Commissioner, Ahmedabad.

### WORKMAN'S COMPENSATION FUND AND EMPLOYER'S LIABILITY INSURANCE:

The contractor shall cover all his employees under workmen's compensation fund and under the liability insurance. The purchaser shall not be responsible for any payments of compensation to the workers/supervisor of the contractor for fatal or non-fatal accidents during the pendency of the contract.

The contractor shall employ adequate number of experienced skilled at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

### CONTRACTOR TO INDEMNIFY THE AEGCL:

The Contractor shall Indemnify the AEGCL and every member officer and employees of the AEGCL also, Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the AEGCL or Government for or in respect of performance of his obligation under the contract documents. The AEGCL shall not be liable for intervention of authority Government for or in respect of performance of his obligation under the contract documents. The AEGCL shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or his

Sub-Contractor and the contractor shall indemnify and keep indemnified the AEGCL against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

### WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance shall be effected for all the Contractor's employee engages in the performance of this contract. If any of the work is sublet, the Contractor shall required the Sub-Contractor to provide workmen's employer's liability insurance for the latter's employees, such employees shall be covered under the Contractor's Insurance.

### WAGES TO BE PAID & TIME OF PAYMENT ETC. BY THE CONTRACTOR

The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the minimum wages act. The wages of every Contract Labour employed by him under this contract shall also be paid by him before the expiry of 7th day of the last day of the month in respect of the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). Any default will result in cancellation of contract forthwith or else the

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contractor shall be punishable to the extent of Rs. 100/-per each day or as per the prevailing rules of labour laws.

The Contractor shall give his Telephone Number and Address to the AEGCL, so that, in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office outside the factory work premises and the Contractor shall arrange to have his office outside the factory work premises and the Contractor shall keep himself present throughout the working hours.

### Termination of Contract:

In case of contractor fails to execute the contracts for survey work within contractual period of delivery or in case the works are found not in accordance with prescribed specification and/or the approved specification, the AEGCL shall exercise its discretionary power either:

To recover, from the contractor as agreed, by way of penalty clause above, or To execute the work from others elsewhere after giving due notice to the contractor on account and at the risk of the contractor for such work not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery or

### 77.0 To cancel the contract.

In the event of the risk purchase of survey work of similar description, the opinion of the AEGCL shall be final. In the event of action taken under clause above, the contractor shall be liable to pay for any loss which the AEGCL may sustain on that account, but the contractor shall not be entitled to have any saving on such purchases made against default.

The decision of the AEGCL shall be final as regards to the acceptability of stores supplied by the contractor and the AEGCL shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.

### 78.0 MATCHING OF END COST:

In case the AEGCL decides to award contract on matching end-cost basis, the bidder has to reduce all the quoted rates proportionately. The reduction on overall basis will not be accepted (i.e. all unit rates of erection schedule shall be reduced proportionately by difference in percentage). The confirmation for matching end cost shall be given within 7 (seven) days from the letter from AEGCL.

## SURVEY CONDITIONS OF CONTRACT

### GENERAL

The following shall supplement the conditions already contained in other parts of these specifications & document and shall govern the portion of the work of this Contract to be performed at Site.

The Contractor upon signing of the Contract shall, nominate a responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

### REGULATION OF LOCAL AUTHORITIES AND STATUTES

The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor. He shall abide by labour laws .

All initial registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the AEGCL. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration also shall be borne by the Contractor.

### 3.0 OWNER'S LIEN ON EQUIPMENT

The Owner shall have lien on all equipment brought to the Site for the purpose of detail survey , preparation of profiles , detail of

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soil investigation report , detail of soil strata of trial pits , details of line material requirement including No of towers under this Contract. The Owner shall continue to hold the lien on all such details throughout the period of Contract. No shifting of survey instruments from the Site without the prior written approval of the Engineer.

### **ACCESS TO SITE AND WORKS ON SITE**

Suitable access to and possession of the Site shall be afforded to the Contractor by the Owner in reasonable time.

The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the works.

In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub- Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

### **5.0 CONTRACTOR'S SITE ESTABLISHMENT**

The Contractor shall at all times keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the representative shall be available at a stated address for this purpose.

### **CO-OPERATION WITH OTHER CONTRACTORS**

The Contractor shall co-operate with all other Contractors or tradesmen of the Owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the Contractor's own expense.

### **7.0 DISCIPLINE OF WORKMEN**

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconducted himself or is Incompetent or negligent or otherwise undesirable and then the Contractor shall Remove such a person objected to and provides in his place a competent replacement.

### **CONTRACTOR'S FIELD OPERATION**

The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

The Contractor shall have the complete responsibility for the conditions of the Work- site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

### **9.0 PROGRESS REPORT**

The Contractor shall furnish three (3) copies each to the Engineer of progress including if any, photographs of the work done at Site.

11.8 The weekly progress report detailing-out the progress achieved on all erection activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary. progress shall be submitted in following format.

Description of work as per A/T Quantity involved as per Route Work executed up to last week Work executed during this week  
Total Progress survey in km  
MAN-POWER REPORT

The Contractor shall submit to the Engineer, on the first day of every month, a man hours schedule for the month, detailing the man hours scheduled for the month, skill- wise and area-wise.

### **11.0 PROTECTION OF WORK**

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The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings.

## **EMPLOYMENT OF LABOUR**

The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No person below the age of eighteen years shall be employed.

All traveling expenses including provisions of necessary transport to and from Site, lodging, allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

In case the Owner becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Owner may make such payment and shall recover the same from the Contractor's bills.

## **FACILITIES TO BE PROVIDED BY THE OWNER**

### **Space**

Land for Contractor's Store, Workshop etc.

The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, etc. required for execution of the Contract. Any such temporary construction shall be done by the Contractor at his cost.

On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made.

## **FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

### **Survey Instrument.**

The Contractor shall provide all the survey instrument covered under the Contract. He shall submit a list of all such equipment and detail of skilled persons shall be submitted as per annexure- A-1 of technical specification for survey work to the Engineer before the commencement of work at Site. These instruments shall not be removed from the Site without the written permission of the Engineer.

### **First-aid**

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personals shall be trained in administering first-aid.

### **Cleanliness**

14.4.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean.

## **15.0 SECURITY**

The Contractor shall have total responsibility for all equipment for survey work in his custody/stores, The Contractor shall make suitable security arrangements ensure the protection of all equipment from theft, fire, pilferage and any other damages and loss.

## **16.0 FIELD OFFICE RECORDS**

The Contractor shall maintain up to date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, and supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

## **CONTRACTOR'S MATERIALS BROUGHT TO SITE**



## **SURVEY TENDER**

The Contractor shall bring to Site all latest survey equipment required for survey, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials above equipment, tools and tackles, etc. with the written permission of the Engineer.

## **PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property.

## **INSURANCE**

In addition to the conditions covered under the Clause entitled 'Insurance' in General Terms and Conditions of Contract, the following provisions will also apply to the portion of works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing Works.

### **Workmen's Compensation Insurance**

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's : As per statutory Compensation Provisions

Employee's : As per statutory liability Provisions

### **Comprehensive General Liability Insurance**

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion.

The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract.

The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

## **20.0 UNFAVOURABLE WORKING CONDITIONS**

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

## **21.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS**

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc, which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which

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disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

## WORK & SAFETY REGULATIONS

The Contractor shall ensure proper safety of all the workmen and equipment belonging to him or to AEGCL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.

All equipment used survey work by Contractor shall meet Indian/International Standards maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of AEGCL in this regard.

Periodical examinations and all tests for all equipment for survey work shall be maintained in register by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorised by him.

The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.

The Contractor shall provide safe working conditions to all workmen and employees at the Site for survey and standard quality of material only shall be used by the Contractor.

Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:  
Satisfy the Engineer that the appliance is in good working condition;  
Inform the Engineer of the maximum current rating, voltage and phases of the appliances;  
Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.

The Engineer will not grant permission to connect until he is satisfied that; The appliance is in good condition and is fitted with suitable plug; The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores. No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.

In case any accident occurs during the survey work or associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.

The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following

Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.

No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.

Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial location.

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There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.

j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

The Contractor shall follow and comply with all AEGCL Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and AEGCL Safety Rules referred above.

### 23.0 CODE REQUIREMENTS

The detail of survey requirements and procedures to be followed during the detailing shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

#### PART-I SCC

### SPECIAL CONDITIONS OF CONTRACT

#### 1.0 General Particulars:

This part of the Bid Document relates to certain specific/special terms and conditions Particular to the Contract. The provisions herein are to be read and understood in Conjunction with the relevant provisions elsewhere in the General Conditions of Contract (GCC) and Survey Conditions of Contract (SCC). The intent of provisions Herein are specific to this contract and are, in general, supplementary to related Provisions under GCC and SCC. **However, in certain provisions which are contrary to those in GCC and ECC, the provisions in these Special Conditions of Contract will Prevail.**

#### 2.0 Tender Fee:

The tender fee specified in notice inviting tender is payable by Demand Draft (DD) at Guwahati drawn on any Scheduled Bank in favour of DGM, LAC T&T Circle, AEGCL. The same will be furnished in Cover-1 of Bid along with EMD (Bid Security).

#### 4.0 Declaration by Bidder:

The Bidder shall sign the Declaration enclosed to this SCC and not furnishing the same will make the Bid invalid.

### QUALIFYING REQUIREMENT

#### TECHNICAL CRITERIA:

The bidder should have experience of at least **5 KM of** survey & preparation of profiles complete with details covered along the route alignment, leveling, fixing of angle point, EHV/HT/LT & P&T line,, National highway & Railway Crossings in such away that no forest / NA Plotting land involved. The bidder should have experience of at least **5 route km** out of **5 Km** survey work with help of GPS Navigation system including complete BOQ.

#### Additional Documents:

The following details are to be submitted along with the offer

Organization set up of the company / institute.

Project team proposed to be deployed (should be on permanent basis with the **Company**) by name & experience as per Annexure – **A-1 of Part – II.**

The bio data and experience of the key person proposed to be deployed.

Assignment on hand.

Past assignment completed with successful completion certificate should be **submitted as per Annexure – A-3 of Part – II.**

Past three years turn over details.

A. Apart From various documents to be furnished along with the Bid as required in the GCC and ECC, the following documents/details are to be furnished by the Bidder:

1. GS T Registration No. date/ issuing authority.
2. Details of Partners/Directors of the Firm/Company.
3. Experience Record and details of orders pending / executed for various utilities
4. 'E1' class contractor's license with validation.
5. Solvency certificate from Bank
6. Organizational

Signature & seal of bidder

## SURVEY TENDER

### COMPLETION PERIOD

Overall Completion periods of **30 Days** from the date of issue of order for:

No mobilization period, idling or stoppage period will be allowed during this period of the Contract.

The completion date will be deemed to be the date on which all works on the Contract are demonstrated to be complete to the satisfaction of the AEGCL

### Price Schedule

Sl	Description	Loc No-Upto	KM	Rate/KM	Amount
1.	Detail Survey from Loc No 37 to 49 of 132kV Barpeta LILo Transmission line using GPS/Modern Survey Technique.	37 to 49	2.97KM ≈3KM (Approx)		