

ASSAM ELECTRICITY GRID CORPORATION LIMITED

Regd. Office: 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001

CIN:U40101AS2003SGC007238

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BID IDENTIFICATION No: AEGCL/DGM/BONG/T&TC/T-1/2020/85

BID SPECIFICATION FOR

NAME OF WORK: *Empanelment of part/firm/contractor for a period of 2(Two) years with provision to extend by 1(One) year for works related to various types of O&M works in Grid Sub Stations of AEGCL under Bongaigaon T&T Circle, AEGCL, Dhaligaon.*

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

SECTION-1

INSTRUCTION TO BIDDER

1.0 **Scope of Bid:**

1.1.1 For and on behalf of the **Managing Director, AEGCL**, the **DGM, Bongaigaon, T&T Circle** invites, sealed tenders in prescribed form, from reputed Engineering Firms/Contractors with sound technical and financial capabilities for the following work

1.1.2

Sl. No.	Name of Work	Bid Reference No.	EMD Amount (Rs.)
1	Empanelment of party/firm/contractor for a period of 2(Two) years with provision to extend by another 1(one) year for works related to various O&M works in Grid Sub Stations of AEGCL under Bongaigaon T&T Circle, AEGCL, Dhaligaon.	AEGCL/DGM/Bong/T&TC/T-1/2020/85	Not Applicable

1.2.0 **Cost of Bid Document:**

1.2.1 Bidder has to pay to Rs 1000.00 (Rupees One Thousand) only in the form of A/C payee Demand Draft/Bankers Cheque (non refundable) pledged in favor of the **Managing Director AEGCL, Bijulee Bhawan, Paltanbazar, Ghy-1, payable at Guwahati.**

1.3.0 **Bidding Address:**

1.3.1 Tender papers can be purchased on application in plain paper to the Dy. General Manager, Bong T&T Circle, AEGCL, Dhaligaon on all working days from 06/05/2020 to 28/05/2020 between 10:00 (Ten) Hours (IST) to 15:00 (Fifteen) Hours (IST).

1.4.0 Please refer to the notice for more details.

2.0 SCOPE OF THE PROPOSAL

2.1.0 **Bidder's Scope:**

2.1.1 **Package-A (For Line related work, 220/132kV Level)**

- a) Re-Jumpering of damaged/snapped jumper of the Transmission Line.
- b) Replacement of damaged disc insulator of suspension point.
- c) Replacement of damaged disc insulator of Tension point.
- d) Re-Stringing of snapped conductor due to disc failure or failure of conductor.
- e) Replacement of hardware fittings like vibration dampers, etc.
- f) Re-Stringing of snapped Ground Wire.
- g) Attending emergency hotspot in the Transmission Line.
- h) Jungle clearing along the Transmission Line corridor.
- i) Emergency tree/bamboo clearing in the Transmission line corridor (during fault).
- j) Painting of Towers.
- k) Earthing of Towers.

2.1.2 **Package-B (In Grid Substation, 220/132/33kV Level)**

- a) Replacement of damaged clamp of CT/Isolator/Breaker/LA/PT/CVT/Transformer/Bus, etc.
- b) Replacement of jumper/Drop of CT/Isolator/Breaker/LA/PT/CVT/Transformer/Bus, etc.
- c) Attending emergency hotspot in Substation.
- d) Dismantling with erection of CT/PT/LA/CVT/Isolator/CB (including all necessary associated works).
- e) Unskilled labor for jungle clearing or other works.
- f) Supply of skilled labor/Fitter.
- g) Jointing works of 33kV Power Cable.
- h) Laying of replaced Power Cable.
- i) Replacement of Control Cable.
- j) Bushing replacement of Power Transformers.
- k) Earthing system of switchyard.

2.2.0 **AEGCL's Scope:**

- a) Arrangement of shutdown.
- b) Materials will be supplied by AEGCL.
- c) T&P to be used will be supplied by the contractor.
- d) List of the Grid Sub Stations:
 - **220kV Salakati GSS.**
 - **132kV Kokrajhar GSS.**
 - **132kV Dhaligaon GSS.**
 - **132kV Barnagar GSS.**
 - **132kV APM GSS.**
 - **132kV Gossaigaon GSS.**
 - **132kV Gauripur GSS.**
 - **132kV Bilasipara GSS.**

2.3.0 **EMPLOYER'S SUPERVISION**

2.3.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the Contract that all matters and questions shall be resolved in accordance with the provisions of this document.

2.3.2 Arbitration:

Any dispute arising out of the contract will first be discussed and settled bilaterally between the AEGCL and firms/contractors. In case, the dispute cannot be settled bilaterally, it will be referred to arbitration by an arbitrator to be appointed by the AEGCL. The contractor shall not stop the work during settlement of any arbitration case. All disputes arising out of the agreement so made shall be subjected to jurisdiction of district court of Kamrup District.

2.3.3 The work shall be carried out in accordance with the specifications and joint assessment of the scope of work. The scope of the duties of the Employer, pursuant to the contract, will include but not be limited to the following

- a) Interpretation of all the terms and conditions of these Documents and Specifications.

- b) Witness or authorize Employer's representative to witness tests at the manufacturers' works or at site, or at any place where work is performed under the contract.
- c) Inspect, accept or reject any equipment, material and work under the Contract, in accordance with the Specifications.

2.0 **GENERAL CONDITIONS**

- a) The successful bidder shall be responsible for the entire job till successful completion of work followed by charging of the equipment/bay, etc.
- b) A specialist supervisor from the bidder side shall coordinate the entire job.
- c) Necessary commissioning assistance shall be given by AEGCL.
- d) Boarding and lodging of required manpower shall be arranged by bidder or may be provided at site subject to availability.
- e) Conveyance for mobilized manpower inside plant premises shall be arranged by bidder.

3.1 **Qualification of the bidder**

3.1.1 To be qualified for award of Contract, bidders:

- (A) shall submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
- (B) must compulsorily meet each of the following minimum criteria.

(i) **TECHNICAL ELIGIBILITY:**

The bidder(s) should have experience of or more than 3 (Three) years in the above mentioned field of repairing of Transmission lines/Substation equipments/bays and other O&M works in 33kV level or above voltage class from the date of publication of NIT. The bidder(s) must have reputation of successful completion of work in reputed Indian power utilities as on the date of publication of NIT and shall be supported by performance certificates issued by not below the rank of Executive Engineer / Dy. General Manager / Divisional Engineer or equivalent. However, any party experienced in repairing below 33kV level may also participate in the bid, demonstrating in documents their association with experienced and skilled any party based outside the state who meet up the above stated criterion for technical eligibility.

(ii) **FINANCIAL CAPABILITY:**

The average annual turnover of the bidder for the best three financial years out of the last five financial years at minimum of Rs 2,00,000/- (Rupees Two Lakhs) only. However this may vary depending upon the work volume.

Bidder(s) must submit annual turnover report in a separate sheet with the certification from approved Chartered Accountant/Firm. Bidder(s) shall submit the scanned copies of complete annual reports together with audited statement of accounts of the company for last three years.

(iii) **EQUIPMENT/INFRASTRUCTURE CAPABILITIES:**

The bidder should possess the necessary T&P materials required for repair/recovery of Transmission lines/Substation equipments/bay, etc.

3.1.2 Even if the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirement .

3.1.3 Notwithstanding anything stated herein above, AEGCL reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstance warrant such assessment in the overall interest of AEGCL.

3.1.4 Besides Following Documentary Proof are needed. (Mandatory Requirement).

- a) Valid Labour License.
- b) Valid Electrical License showing working limit above 33kV Voltage level.
- c) PPF with upto date return statement.
- d) GST with upto date return statement.
- e) PAN.
- f) ESIC(If available).
- g) Contractor License/Registration.
- h) Others if any.

4.0 **Cost for Bidding**

4.1.0 The bidder shall bear all costs associated with the preparation and submission of its bid and AEGCL will in no case be responsible or liable for those costs.

5.0 **Clarification on Bidding Documents**

5.1.0 A prospective bidder may ask AEGCL in writing for any clarification on the bidding documents at the following address:

**Deputy General Manager,
Bongaigaon T&T Circle,
Assam Electricity Grid Corporation Limited,
Dhaligaon, Chirang-783385.**

6.0 **Amendment of Bidding Documents**

6.1.1 At any time prior to the deadline for submission of bids, the Employer may for any reason modify the bidding documents by issuing addenda which shall be uploaded online in AEGCL website as such the bidder are requested to see the website in regular interval.

6.1.2 Any addendum thus issued shall be part of the bidding documents.

7.0 **Language of Bid**

7.1.0 The bid, and all correspondence and documents related to the bid, exchanged between the bidder and the Employer shall be in the English language.

8.0 **Documents Comprising the Bid**

8.1.1 The bid submitted by the bidder shall comprise **technical proposal** and the **price proposal separately, inside a sealed envelope. The bidder has to submit the complete package.**

8.1.2 The Bid submitted by bidders shall contain the following:

- a) Bid Submission Sheet (Refer Section 3).
 - Documentary evidence to establish that the Bidder meet the qualifying requirements in accordance with Clause 3.1.1.
 - Documents to be furnished as per Clause 3.1.4.

8.1.3 All Bidding Schedules (**Section-3**) properly filled up including **Price Bid Schedules.**

9.0 **Bid Form and Price Schedules**

- a) The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents in the manner and detail indicated therein.
- b) Bidders shall use only the items mentioned in the (Price Schedules) while filling up the Price Bidding Schedules. Any other items which are reasonably inferred or necessary for satisfactory completion of the works covered in the Bidding Document, but which are not specifically specified in the above mentioned price Schedule of Items shall be deemed to be included in other items of those Schedules. No payment shall be made separately for those items.
- c) Bidders shall give a breakup of the prices in the manner and detail called for in the **Schedules of Prices**
- d) In the Schedules, Bidders shall give the required details and a breakup of their prices (excluding payable taxes)

10.0 **Price Adjustment**

Prices quoted by the Bidder shall not be subject to adjustment during performance of the contract to reflect changes in the cost of labour, fuel, material, equipment and transport components. Duties and Taxes shall not also be adjusted, except there is variation due to changes in legislation of the Country.

11.0 **Bid Validity**

- 11.1.1 Bids shall remain valid for a period of 180 (One Hundred Eight) days after the date of opening of Bids.
- 11.1.2 In exceptional circumstances, prior to expiry of the original bid validity period, AEGCL may request that the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

12.0 **Alternative Proposals by Bidders**

Bidders shall submit offers, which comply with the Bidding Documents, including the basic Employer's Requirements as indicated in the bidding documents. Alternatives will not be considered.

13.0 **Format and Signing of Bid**

- 13.1.1 The bidder shall prepare one original and one copy of the bid proposal, clearly marking each one as: "ORIGINAL-BID PROPOSAL", "COPY OF BID PROPOSAL", etc. as appropriate. In the event of discrepancy between the original and any copy, the original shall prevail.
- 13.1.2 The original and scanned copies of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses. All pages of the bid where entries or amendments have been made shall be signed by the person or persons signing the bid.
- 13.1.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by AEGCL, or as necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person or persons signing the bid.
- 13.1.4 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.
- 13.1.5 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.

- 13.1.6 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.
- 13.1.7 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 13.1.8 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 13.1.9 Bids not conforming to the above requirements of signing may be disqualified.

14.0 **Sealing and Marking of Bids**

- 14.1.0 The bidder shall seal the original copy of the technical proposal, the original copy of the price proposal and each copy of the technical proposal and each copy of the price proposal in separate envelopes clearly marking each one as: "ORIGINAL-TECHNICAL PROPOSAL", "ORIGINAL - PRICE PROPOSAL", "COPY NO. 1 -TECHNICAL PROPOSAL", "COPY NO. 1 - PRICE PROPOSAL", etc as appropriate **group and package wise separately**.
- 14.2.0 The bidder shall seal the envelopes containing the original technical and price bids and copies of the bid and then the originals and copies along with the envelope containing the Bid Security shall be put into a sealed outer envelope.
- 14.2.1 The inner and outer envelopes shall
- a) be addressed to the Employer at the following address:
**Deputy General Manager,
Bongaigaon T&T Circle,
Assam Electricity Grid Corporation Limited,
Dhaligaon, Chirang-783385.**
 - b) bear the following identification:
 - Bid for: *Empanelment of Party/Firm/Contractor for a period of two years with provision to extend by another one year for works related to various types of O&M works in Grid Sub Stations of AEGCL under Bongaigaon T&T Circle, AEGCL, Dhaligaon.*
 - Bid reference no: AEGCL/DGM/Bong/T&TC/T-1/2020/85

15.0 **Deadline for Submission of Bids**

- 15.1.1 The deadline for submission of bids will be at 11.00 Hrs on 29.05.2020
- 15.1.2 **Bids must be submitted on stipulated time and no bid will be accepted after expiry of closing time.**

16.0 **Late Bids**

Any bid received by AEGCL after the deadline for submission of bids prescribed in Clause will be rejected and returned unopened to the bidder.

17.0 **Withdrawal of Bids**

- 17.1.1 The bidder may withdraw its bid after bid submission, provided that written notice of the withdrawal is received by AEGCL prior to the deadline for submission of bids.
- 17.1.2 The bidder's withdrawal notice shall be prepared, sealed, marked and delivered in, with the envelopes additionally marked "WITHDRAWAL".
- 17.2.0 **Withdrawal of a bid during the time between the deadlines for submission of bids and bid validity period specified in Sub-Clause 11.0 may result in the forfeiture of the bid security.**

18.0 **Opening of Bids**

- 18.1.1 AEGCL will open the technical bids, in the presence of bidders' representatives who choose to attend at **15:00 hours on 29/05/2020** at the following location:

**Deputy General Manager,
Bongaigaon T&T Circle,
Assam Electricity Grid Corporation Limited,
Dhaligaon, Chirang-783385.**

- 18.1.2 The bidders' representatives who are present shall sign a register as evidence of their attendance. The bidders' names, the Bid Prices, the presence or absence of Bid Security, and such other details as AEGCL may consider appropriate, will be announced and recorded by AEGCL at the opening. The bidders' representatives will be required to sign this record.
- 19.0 **Process to Be Confidential**
Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process.
- 20.0 **Clarification of Bid Proposals and Contacting AEGCL**
To assist in the examination, evaluation and comparison of Bids, AEGCL may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors detected by AEGCL in the evaluation of the bids.
- 21.0 **Correction of Errors**
- 21.1.1 Price Proposals determined to be substantially responsive will be checked by AEGCL for any arithmetic errors. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of AEGCL there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
- 21.1.2 If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.
- 22.0 **Evaluation and Comparison of Bid Proposals**
- 22.1.1 AEGCL will evaluate and compare only the bids determined to be substantially responsive.
- 22.1.2 The comparison shall be on all components and other services required under the contract with due corrections as per Clause.
- 22.1.3 AEGCL will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, AEGCL will examine the information supplied by the Bidders and other requirements in the bidding documents
- 22.1.4 **Bidders submitting bids which deviate from the time schedule specified will be rejected.**
- 22.1.5 AEGCL reserves the right to accept or reject any variation or deviation.
- 23.0 **Employer's Right to Accept any Bid and to Reject any or all Bids**
Notwithstanding Clause, AEGCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without assigning any reason and liability to the affected bidders.

24.0 **Notification of Award**

Prior to expiry of the period of bid validity prescribed by AEGCL, AEGCL will notify the successful bidder by letter, that its bid has been accepted. This letter ("Letter of Acceptance") shall mention the amount (per unit rate) which AEGCL will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract.

SECTION-2 SPECIAL CONDITION OF CONTRACT

25.0 **Introduction**

25.1.1 This section "SCC" supplementary to the "General Condition of Supply & Erection of AEGCL". Whenever there is a conflict the provisions in this shall prevail.

25.1.2 The General Condition of Supply & Erection of AEGCL is available in the official website of AEGCL. The bidder shall download the same from the AEGCL website www.aegcl.co.in

26.0 **Contractor to Inform Himself Fully**

26.1.1 The contractor should admit that he has examined the general condition of contract, specifications and schedule and has satisfied as to all the conditions and circumstances affecting the contract prices and fixed his price according to his own views on these matters and acknowledge that no additional allowances except as otherwise provided therein will be levied. The employer shall not be responsible for any misunderstanding or incorrect information obtained by the bidder/contractor other than information given to the bidder/contractor in writing by the employer.

27.0 **Extension of Time**

27.1.1 There will be no extension of time. The contractor will have no right to request for extension except under force majeure. Time is the essence of this contract.

28.0 **Variations, Additions and Omissions**

28.1.1 The contractor shall not modify any of the terms and conditions except as directed in writing by AEGCL.

29.0 **Terms of Payment**

The terms of payment for the works shall be as follows

- a) No advance payment shall be made in this contract.
- b) No claim for interest shall be entertained by AEGCL.
- c) No running bills shall be entertained till completion of the work.
- d) The price is firm and no price variation shall be applicable.
- e) 100% payment will be made on completion of the work as specified in the work order.

30.0 **Liability for Accidents and Damage**

30.1.1 The contractor shall indemnify the AEGCL against any loss, damage, and injury to any person or to any property and against any other liability or obligation and against all actions, suits, claims demands costs, charges and expenses arising in connection with such damage, injury, liability or obligation resulting from:-

- a) The negligence of the contractor and his workers, agents, subcontractors; and/or the lack of or inadequacy of safety devices under this contract.
- b) Any damages during loading, and unloading will be borne by the party, if found by testing after unloading.

31.0 Use of Materials Arranged by the employer

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

32.0 Penalty for Delayed Execution

32.1.1 In the event of delay in completing the work extending beyond the date of completion or beyond any extension, permitted by AEGCL, the contractor shall pay as agreed liquidated damage and not as a penalty a sum equal to 1% of the contract price under this contract for each week of delay or part thereof subject to a maximum of 10% of the contract price.

32.1.2 AEGCL is at liberty to cancel the contract wholly or in part and to engage another party to execute the work in case of deficiency of the executor in adhering to time line or quality of work. Further the decision of the employer as regards to deficiency on above accounts will be final and will not be questioned by the executor (defaulting contractor). Nevertheless the employer may intimate him about the deficiency in writing in the aftermath of disengaging the executing agency (defaulting contractor) if sought for by the work executing firm. In such event the executing agency will forfeit the security deposit.

33.0 Settlement of the Dispute & Arbitration

33.1.1 Any dispute arising out of the contract will first be discussed and settled bilaterally between the AEGCL and firms/ contractors. In case, the dispute cannot be settled bilaterally, it will be referred to arbitration by an arbitrator to be appointed by the Assam Electricity Grid Corporation Limited, The contractor shall not stop the work during settlement of any arbitration case. All disputes arising out of the agreement so made shall be subjected to the jurisdiction of district court of Kamrup (M) District.

34.0 Force Majeure

34.1.1 Normally, force majeure shall cover only act of God, fire, war, riots and act of Government etc. Any constraints other than those specified above, will not constitute a force majeure condition. In view of other constraints beyond the control of the contractor, primarily due to statutory compulsion, extension of time may be considered on merit of individual case. In case of a force majeure condition, the contractor shall notify the purchaser in writing of such condition within 10 days from the beginning of such delay in writing for consideration and acceptance.

35.0 PATENT RIGHTS AND ROYALTIES

35.1.1 The contractor shall indemnify the purchaser against all claims actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India by the use of any equipment supplied by the contractor but such indemnity shall not cost any use of the equipment other than for the purposes indicated by or reasonably to be inferred from the specification.

36.0 DEFENCE OF SUITS

36.1.1 If any action in court is brought against AEGCL for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, 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 AEGCL, from all losses, damages, expenses or decrees arising of such action.

37.0 LIMITATION OF LIABILITIES

37.1.1 As per AEGCL Norms.

38.0 POWER TO VARY OR OMIT WORK

38.1.1 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 AEGCL in charge of the work, but he 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 AEGCL"s in charge of the work thereof in writing and the owner"s AEGCL in charge of the work shall decide forthwith whether or not, the same shall be carried out and if the owner confirm 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 deduced from the Contract Price as the case may be. In the event of the owner 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 requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

38.1.2 In any case in which the Contractor has received instructions from the AEGCL"s Engineer in charge of the work as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, shall in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than (14)days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the AEGCL"s in charge of the work to that effect. But the AEGCL"s in charge of the work shall not become liable for the 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 appropriate authority of AEGCL.

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

38.1.4 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of AEGCL"s in charge of the work shall prevail.

38.1.5 Notwithstanding anything stated above in this clause, AEGCL"s in charge of the work 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 – III“. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents.

39.0 CHANGE OF QUANTITY

During the execution of the Contract, AEGCL reserves the right to increase or decrease the quantities of items of spares or any other extra involvement of work required for complete execution of work under the Contract but without any change in other terms & conditions. Quantity variation and additional work involvement may be there **as per actual and DGM (Bongaigaon T&T Circle) will take the final decision in this regard as per report of inspection team** if necessary. The successful bidder should be agreeable to carry work in the range of the NIT / Agreement Quantity /Agreement value.

40.0 NO WAIVER OF RIGHTS

40.1.1 Neither the inspection by AEGCL nor any order by AEGCL for payment of money or any payment for or acceptance of, the whole or any part of the Works by the owner's Engineer in charge of the work, nor any extension of time, nor any possession taken by the owner's Engineer in charge of the work shall operate as a waiver of any provision of the Contract, or of any power herein reserved to AEGCL 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.

41.0 CERTIFICATE NOT TO AFFECT RIGHT OF AEGCL AND LIABILITY OF CONTRACTOR

41.1.1 No interim payment certificate of the owner's Engineer in charge of the work, nor any sum paid on account by AEGCL, nor any extension of time for execution of the Works granted by AEGCL shall affect or prejudice the rights of AEGCL against the Contractor or relieve the Contractor of his obligation for the due performance of the Contractor, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for AEGCL to pay for alterations, amendments, variations or additional works not ordered, in writing, by the owner's Engineer in charge of the work 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 AEGCL, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of AEGCL against the Contractor.

42.0 Any other point not specifically mentioned will be as per General conditions of supply and erection 2009 of AEGCL for the whole tender.

SECTION – 3
RATES, BOQ AND Others.

43.0 Rate to be furnished

The list of the works are annexure below in package wise for Transmission Line Package-A & for Substation Package-B. Price Variation on materials may be done as rules define IEEMA. Bidder may bid the complete packages or optional as package-A or package-B found suitable as per their experiences.

44.0 Comparison of Rates.

44.1.1 For comparison of rates of various bidders format of annexure (Package-A & Package-B) will be used. Against each and every item of rate under column B, lowest rate quoting bidder will be indicated as mentioned in the annexure. A list of accepted rate will be determined as per the lowest quoted rate.

44.1.2 Overall L1 bidder will be considered from the comparison list, who quoted maximum numbers of lowest rate. The L2, L3 etc. will be considered in order of lowest quoted rate. Further the eligible bidders will be offered the accepted rate for being empanelled as service provider. Any bidder on agreeing to execute on accepted rate or in some cases negotiated rate will be enlisted as empanelled contractor.

44.1.3 While execution of work L1 will be offered the first chance at accepted rate. If L1 conveys inability or does not communicate his acceptance in 7 days then L2, L3 etc. in ascending order will be offered the work contract.

44.1.4 However if L1 bidder is already having 2 works under execution or executed, automatically the next offer will go to L2 bidder and so on.

44.1.5 Without prejudice, AEGCL has right to place a specific contract for emergency reason with any contractor with due approval from AEGCL, HQ.

- 44.1.6 Bank Guaranty amounting 5% of total work value has to be deposited by the contractor at the time of awarding the contract. The BG submitted against the specific work will be released on successful completion of the work.
- 44.1.7 The eligible contractor/party/farm will have to be registered as empanelled contractor for two year paying AEGCL an amount of **Rs 2000.00 as registration fees.**
- 45.0 **GUARANTEE / WARRANTEE:**
- 45.1.1 As a compliance of the guarantee clause as stated above, the CPG (Contract Performance Guarantee) shall not be released and accordingly the validity of the CPG shall have to provide by the bidder depending upon the volume of work.
- 45.1.2 Any work (depending upon its natures) covered by warranty will have to be redone in face of any defect to set right and any associated works involved in the process of making good the defect will not be chargeable depending upon the work.
- 46.0 **TRANSFER OF THE TITLE**
- 46.1.1 This Transfer of Title of equipments / materials shall not be constructed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.
- 46.1.2 This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled "Insurance" of this Section.
- 47.0 **COMMISSIONING ACTIVITY**
- 47.1.1 Bidder will depute Engineers/Technicians for commissioning successfully. No Boarding and Lodging facility will be arranged by AEGCL for the deputed personnel for this work. "To and fro" travelling expenses for the deputed personnel will be borne by the Bidder.
- 48.0 **PERFORMANCE GUARANTEE DEPOSIT RELEASE:**
- 48.1.1 Performance Guarantee Deposit can be made through a bank guarantee while concluding agreement as per the pro-forma of the owner and shall be released after successful covering guaranty period of the agreement.
- 49.0 **INSURANCE**
- 49.1.1 The "Contractor" shall, have, unless, otherwise specified by the Purchaser, insure the materials through their underwrites at their cost and shall keep it insured against any loss/ damaged/ pilferage in transit, destruction or damage by fire/ flood, without exposure to vagaries of weather or through riot, civil commotion, war or rebellion, for the full value of the materials until the materials are received at the purchaser"s destination store.
- 49.1.2 The "Contractor" shall be responsible for safe arrival at destination, unloading and receipt of the materials by the consignee. The Purchaser will discharge consignee"s responsibilities only and shall not be responsible for any damage/ loss/ pilferage/ non-delivery by the carriers.
- 49.1.3 In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the supplier shall replace free of cost missing / damaged / lost materials within 30 (thirty) days from the receipt of report thereof from the consignee(s) without waiting for settlement of their claims with their carriers / under-writers. Normally, such reports from the consignee(s) to the supplier shall be initiated within a period of 30 (thirty) days from the date of receipt of each consignment by him /them.
- 49.1.4 If it is considered necessary that the damage equipment either in part or in full to be sent back to the manufacturer"s works for repair, the manufacturers/ suppliers will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the

equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Contractor.

49.1.5 Unless, otherwise mutually agreed upon, in case of failure by the supplier to replenish /make good of the loss/damage /short supplied quantities, within the stipulated period, the purchaser reserves the right to forfeit the security deposit and/ or adjust any outstanding payment to the "Contractor" with the Purchaser or take any other appropriate action.

49.1.6 All materials will be dispatched against clear door delivery basis unless otherwise agreed by the "Purchaser"

50.0 **LIABILITY FOR ACCIDENTS AND DAMAGES**

50.1.1 Under the Contract, the Contractor shall be responsible for loss or damage to the equipment until the successful completion of commissioning as defined else-where in the Bidding Documents.

51.0 **DELAYS BY AEGCL OR HIS AUTHORISED AGENTS**

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

52.0 **DEMURRAGE, WHARFAGE, ETC.**

52.1.1 All demurrage, wharf-age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

53.0 **ADDRESS FOR COMMUNICATION**

53.1.1 All communication / correspondences shall be made with:

**Deputy General Manager,
Bongaigaon T&T Circle,
Assam Electricity Grid Corporation Limited,
Dhaligaon, Chirang-783385.
Email: dgm.aegclldlg@gmail.com**

SECTION-4
BID SUBMISSION SHEET, BID FORMS AND SCHEDULES
1. Bid Submission Sheet

Name of Contract:(mention package and group specifically):-

To,
Deputy General Manager,
Bongaigaon T&T Circle,
Assam Electricity Grid Corporation Limited,
Dhaligaon, Chirang-783385.

Sir,

I/We have examined the General Conditions of Contract, Technical Specification, Schedules, and Addenda Nos _____(if any). We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete the said Works and remedy any defects fit for purpose in conformity with these documents and the enclosed Proposal (Offer).

We accept your suggestions for the appointment of the Dispute Adjudication Board, as set out in the Bidding Document.

We agree to abide by this Bid until **180 days** and it shall remain binding upon us and may be accepted at any time before that date.

If our bid is accepted, we will provide the specified performance security, commence the Works as soon as (maximum 7days) after receiving the notice to commence, and complete the Works in accordance with the above-named documents within the time stated in the Bidding Document.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Yours faithfully

Signature _____ in the capacity of _____ duly authorized to sign bids for and on behalf of _____

Address
