BIDDING DOCUMENT

FOR

"Turnkey Construction 132kV Feeder Bays at both ends including associated Works for 132KV IOCL BGR 2nd Circuit Line from 132KV Dhaligaon GSS to IOCL Bongaigaon Refinery"

FUND: "Deposit Scheme"

(E-Tender)

(VOL – I)

BID IDENTIFICATION NO:

AEGCL/MD/Tech-392/O&M(LAR)/IOCL(BGR)/132KV BAY/2026/BID

ASSAM ELECTRICITY GRID CORPORATION LIMITED

Rs.1000

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Section -1

Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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1.5.10.21 **To evaluate a** Price Bid, the Purchaser shall consider the following:

a) the bid price, after including taxes, as quoted in the Price Schedules;

b) price adjustment for correction of arithmetical errors in accordance with **ITB Clause**1.5.9.1; and

c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).

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

i. Absolute Approach is to be considered when there is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is Abnormally low.

ii. Relative approach is to be considered when there are at least 5(five) nos. of substantially responsive bids and the lowest bid price is 20% or more below AEGCL's cost estimate. In this approach, first the Average bid price is determined and then by deducting the standard deviation from the Average bid price, potentially ALB may be determined.

e) In case of an ALB, the tender evaluation committee/appropriate authority of the respective tenders shall undertake the following three stage review process which is as below:

i. To identify ALB as per the steps mentioned in SI no. 1.5.10.2.d.(i) and 1.5.10.2.d(ii) Whichever is applicable.

ii. To seek and analyse the clarifications from the abnormally low Bidder in terms of resource inputs and pricing, including overheads, contingencies and profit margins. In that respect, the committee may refer to guideline of World Bank, AIIB, ADB etc. prescribed for ALB.

iii. To decide whether to accept or reject the bid.

iv. On acceptance of the bid, whether Additional Performance Security is to imposed on the bidder supplemented by adequate justification.

f) In case of acceptance of ALB with Additional Performance Security:

I. If any abnormally low bid is accepted under point 1.5.10.2.e.(iii) with additional performance security, it is to be noted that the total performance security should not exceed 20% of the total contract value.

II. The additional performance security shall be treated as part of the original performance security and shall be valid for a period similar to that applicable for defect liability period of the contract.

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

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STATUTORY TAX COMPLIANCE:

The bidder must submit a self-undertaking on Statutory Tax Compliance as per Govt of Assam Executive order No- ECF No- 711226/1 dated 19.12.2025. (enclosed as Annexure)

1.8.0 **The successful bidder is entitled to claim Input Tax Credit at actual as per the rule of GST with the maximum permissible limit as per annexed table A&B for the project/work contract. If any fake ITC/bogus billing is detected or payment of inputs in cash is found, the contractor shall be liable for legal action as per the provision of GST rules including blacklisting/debarment. The successful bidder shall submit a certificate as per the format attached. The successful bidder shall bound to**

abide by the notification of GoA, Finance (Taxation) Department no. eCF NO. 803347/20 dated Dispur 11.07.2026.

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Section 1 – Instructions to Bidders

1.1.0 General

1.1.1. Scope of Bid

1.1.1.1. In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the **Managing Director** on behalf of **Assam Electricity Grid Corporation Limited (AEGCL)** (hereinafter referred to as "the Purchaser" or "AEGCL"), issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in **Section 3 (Employer's Requirements)**. The name and identification nos. of this Competitive Bidding are provided in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.

Period of Completion

Time to complete Works from the Commencement Date specified in Article 3 of the Contract Agreement for determining time for completion of the works is 18 (Eighteen) months. Bids not meeting the above time schedule shall be rejected.

The bidders who cannot commit to complete the work within the stipulated time may refrain themselves from participating.

1.1.1.2. Unless otherwise stated, throughout this Bidding Document definitions of terms shall be as prescribed in **Section 6** (Special Conditions of Contract).

1.1.2. Eligible Bidders

1.1.2.1. Subject to meeting the Qualifying Requirements, a Bidder may be a firm or company or JV of firms. When the bidder is a firm, the names and address of the partners should be indicated and a copy of **the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid.**

1.1.2.2. When the bidder is a Company, the company registration document along with Memorandum of Association should be submitted.

1.1.2.3. When the bidder is an individual carrying on business in a firm's name, the tender should be submitted by the owner of the firm, who may describe himself as carrying on business in the firm's name.

1.1.2.4. When the bidder is a **Joint Venture (JV)** of two or more firms as partners, all partners shall comply with the following requirements:

(a) The Bid, and, in case of successful Bid, the Form of Agreement shall be signed by all the Partners so as to be legally binding on all partners.

(b) One of the partners shall be authorized to be as the Lead Partner and submitting a Power of Attorney signed by legally authorized signatories of all the partners shall evidence this authorization.

(c) The Lead partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture and the entire execution of the Contract;

(d) All the partners of the Joint Venture shall be jointly and severally liable for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case successful bidder).

(e) A copy of the registered agreement entered into by the Joint Venture partners shall be submitted with the Bid.

(f) Joint Venture Agreement must be registered in the Court of Law. Notarized Joint venture agreement shall not be acceptable. Original copy of registered Joint Venture Agreement & Notarized Power of Attorney (if any) shall be submitted as specified.

1.2.0 Contents of Bidding Document

1.2.1. Sections of Bidding Document

1.2.1.1. The Bidding Document consists of following seven Sections, and should be read in conjunction with any Addenda issued in accordance with ITB **Clause** 1.2.3.

Section 1 - Instructions to Bidders (ITB) with Appendix-1 and Appendix-2
Section 2 - Bidding Forms (BDF)
Section 3 - Purchaser's Requirements (PRQ)
Section 4 – Technical Specifications (Separately provided as Vol-II)
Section-5 - General Conditions of Supply and Erection of AEGCL
Section 6- Special Conditions of Contract (SCC)
Section 7 - Contract Forms (COF)

1.2.1.2. The completed Section 7 shall constitute "the Contract".

1.2.1.3. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

1.2.1.4. The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the Invitation for Bids.

1.2.1.5. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

1.2.2. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

1.2.2.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS** or raise his enquirers during the pre-bid meeting if provided for in accordance with **ITB Clause** 1.2.2.4. The Purchaser will respond to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Purchaser's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause** 1.2.1.4, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under **ITB Clause** 1.2.3 and **ITB Clause** 1.4.2.2.

1.2.2.2. The Bidder is advised to visit and examine the sites where the works are to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the sites shall be at the Bidder's own expense.

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

1.2.2.4. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the **BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

1.2.2.5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than **one week** before the pre-bid meeting.

1.2.2.6. Minutes of the pre-bid meeting, including the text of the questions rose, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause** 1.2.1.4. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITB Clause** 1.2.3 and not through the minutes of the pre-bid meeting.

1.2.2.7. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

1.2.3. Amendment of Bidding Document

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

1.2.3.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with **ITB Clause** 1.2.1.4.

1.2.3.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Clause** 1.4.2.2.

1.3.0 Preparation of Bids

1.3.1. Cost of Bidding

1.3.1.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.2. Language of Bid

1.3.2.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

1.3.3. Documents Comprising the Bid

1.3.3.1. The Bid shall comprise two envelopes submitted simultaneously, one called the '**Technical Bid'** containing the documents listed in **ITB Clause 1.3.3.2** and the other the '**Price Bid'** containing the documents listed in **ITB Clause 1.3.3.3**, both envelopes must be submitted online through e-tendering portal at http://assamtenders.gov.in.

1.3.3.2. The Technical Bid submitted by the Bidder shall comprise the following:

(a) Letter of Technical Bid;

(b) Bid Security, in accordance with **ITB Clause** 1.3.9;

(c) Tender Fee.

(d) Registered Joint venture agreement, if bidder is a JV.

(e) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB Clause** 1.3.10.1; (i.e. Notarized Power of Attorney)

(f) Documentary evidence establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;

(g) Documentary evidence establishing in accordance with **ITB Clause** 1.3.6 that the plant and services offered by the Bidder conform to the Bidding Document;

(h) Documents as called for in **ITB Clauses**1.1.2.1**,** 1.1.2.2**,** and1.1.2.3;

(i) Any other document required in the **BDS**.

1.3.3.3. The Price Bid submitted by the Bidder shall comprise the following:

(j) Letter of Price Bid;

(k) completed schedules as required, including Price Schedules, in accordance with **ITB Clauses**1.3.4 and 1.3.7; and

(l) any other document required in the **BDS**

1.3.4. Letter of Bid and Schedules

1.3.4.1. The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under **ITB Clause**1.3.3, shall be prepared using the relevant forms furnished in Section 2 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

1.3.5. Documents Establishing the Eligibility and Qualifications of the Bidder

1.3.5.1. To establish its eligibility and qualifications to perform the Contract in accordance with Appendix 2 of ITB (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 2 (Bidding Forms).

1.3.6. Documents Establishing Conformity of the Goods and Services

1.3.6.1. The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:

(a) A detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the Goods, in response to the Specification;

(b) A commentary on the Purchaser's Specification and adequate evidence demonstrating the substantial responsiveness of the plant and services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Purchaser in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

1.3.7. Bid Prices

1.3.7.1. Unless otherwise specified in the **BDS** and/or Section 3 (Purchaser's Requirements), bidders shall quote for the entire scope of supply and services on a "single responsibility" basis such that the total bid price

covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement, delivery, and completion of the entire scope.

1.3.7.2. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. No deviation in this regard normally, shall be accepted.

1.3.7.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 2 (Bidding Forms). Separate numbered Schedules included in Section 2 (Bidding Forms) shall be used for each of the following elements. The total amount from each Schedule (1, 2 & 3) shall be summarized in a Grand Summary (Schedule 4) giving the total bid price(s) to be entered in the Bid Form. In case of e-tender, the bidder shall fill up the Price schedules as provided in the online tender.

Schedule No. 1: Supply of Goods
Schedule No. 2: Freight & Insurance against Supply
Schedule No. 3: Erection, Testing and Commissioning including Civil Works

1.3.7.4. In the Schedules, bidders shall give the required details and a breakdown of their prices as called for in these Schedules.

1.3.7.5. The prices shall be fixed.

(a) The prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated **as non-responsive and rejected**.

1.3.8. Period of Validity of Bids

1.3.8.1. Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period **shall be rejected** by the Purchaser as non-responsive.

1.3.8.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with **ITB Clause**1.3.9, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

1.3.9. Bid Security

1.3.9.1. The Bidder shall furnish as part of its bid, in original form, a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**.

1.3.9.2. The bid security shall be a demand guarantee, in the forms of an unconditional bank guarantee from a Scheduled or Nationalized Bank. The bid security shall be submitted using the 'Bid Security Form' included in Section 3 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB Clause** 1.3.8.2.

1.3.9.3. Bids not complying with **ITB Clause**1.3.9.1 and **ITB Clause**1.3.9.2, **shall be rejected** by the Purchaser as **non-responsive**.

1.3.9.4. The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

1.3.9.5. The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to **ITB Clause**1.6.4.

1.3.9.6. The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB Clause**1.3.8.2or

(b) if the successful Bidder fails to:

(i) Sign the Contract in accordance with **ITB Clause**1.6.1; or

(ii) Furnish a performance security in accordance with **ITB Clause**1.6.2.

1.3.10. Format and Signing of Bid

1.3.10.1. The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in **ITB Clause**1.3.3

1.3.10.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialised by the person signing the bid.

1.3.10.3. A bid submitted by a JV shall be signed so as to be legally binding on all partners.

1.3.10.4. Any interrelations, erasures, or overwriting shall be valid only if they are signed or initialised by the person signing the bid.

1.4.0 Submission and Opening of Bids

1.4.1. On-line submission of Bids

1.4.1.1. The Technical as well as Price Bid should be submitted through online portal only.

1.4.1.2. For Technical bid, all forms and supporting documents as required by ITB Clause 1.3.2 and duly signed and stamped as per ITB Clause 1.3.10 are to be uploaded to the e-tendering portal. The documents are to be uploaded in pdf format and each file should not exceed 5 MB is size. In case a document is more that 5 MB in size, the same may be split to make the size below 5 MB

1.4.1.3. The Price Bid must be submitted in the Price Schedule provided on the e-tendering portal as per the online format.

1.4.2. Deadline for Submission of Bids

1.4.2.1. Bids shall be received **ONLINE** only on or before the date and time indicated in the **BDS**.

1.4.2.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB Clause**1.2.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.4.3. Late Bids

1.4.3.1. The e-tendering portal shall allow the bidders to submit bids up to the date and time specified in ITB Clause 1.4.2 as per Server Clock. Bidders are advised to submit their bids well in advance of the deadline for submission of bids to avoid any last-minute difficulties.

1.4.4. Withdrawal, Substitution, and Modification of Bids

1.4.4.1. E-tendering portal shall allow modification of bids any time before the deadline for Bid Submission. A bidder may withdraw its bid, by sending a written notice duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause**1.3.10.1, Notices must be received by the purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause** 1.4.2.

1.4.4.2. No bid may be withdrawn, substituted, or modified 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 Letter of Technical Bid or any extension thereof.

1.4.5. Bid Opening

1.4.5.1. The Purchaser shall conduct the opening of Technical Bids through online process at the address, date and time specified in the BDS. The Bid Opening Committee shall open the bids received online in the presence of Bidders` designated representatives who choose to attend. The Price Bids will remain unopened until the specified time of their opening.

1.4.5.2. First, physical envelopes marked "WITHDRAWAL" shall be opened and read out and the corresponding bid shall not be considered/ rejected with comments. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal duly signed by an authorized representative and is read out at bid opening.

1.4.5.3. All the Technical Bids shall be opened one at a time, and the following read out and recorded

a. the name of the Bidder;

b. the presence of a Bid Security, if required; and

c. any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No bid shall be rejected at the opening of Technical Bids except for withdrawn bids.

1.4.5.4. The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal and alternate proposals and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record

1.4.5.5. At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

1.4.5.6. The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

1.4.5.7. All the Price Bids shall be opened one at a time and the following read out and recorded:

a) the name of the Bidder;

b) the Bid Prices, including any discounts and alternative offers; and

c) any other details as the Purchaser may consider appropriate.

Only Bid Prices and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

1.4.5.8. The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record

1.5.0 Evaluation and Comparison of Bids

1.5.1. Confidentiality

Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process.

1.5.1.1. Any attempt by a Bidder to influence the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

1.5.1.2. Notwithstanding **ITB Clause**1.5.1.1, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing duly signed by an authorized representative.

1.5.2. Clarification of Bids

1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid or submission of any shortfall documents. However, the following may be noted in this regard:

- Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered.
- The **clarification or shortfall documents shall be submitted through the e-tendering portal only**. No other means of communication shall be considered unless specified otherwise.
- No change in the substance of the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with **ITB Clause**1.5.9.

1.5.2.2. If a Bidder does not provide clarifications/shortfall documents of its bid by the date and time set in the Purchaser's request, its bid may be rejected.

1.5.3. Deviations, Reservations, and Omissions

1.5.3.1. During the evaluation of bids, the following definitions apply:

a) "Deviation" is a departure from the requirements specified in the Bidding Document;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

1.5.4. Preliminary Examination of Technical Bids

1.5.4.1. The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in **ITB Sub-Clause** 1.3.3.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, **the Bid may be rejected**.

1.5.4.2. The Purchaser shall confirm that the following documents and information have been provided both as hard copies and along with Technical Bid in the e-tendering portal. If **hard copies** of any of these documents are not submitted within the specified time, the bid **may be rejected**.

a) Letter of Technical Bid;
b) Written confirmation of authorization to commit the Bidder (i.e., Notarized Power of Attorney)
c) Bid Security, if not paid via online mode in assam e-tender portal-https://assamtenders.gov.in**.**
d) Registered JV agreement, if bidder is a JV.

1.5.4.3. Preliminary Requirement of Opening of Technical BIDS

The bidder should submit hard copies of documents mentioned in clause 1.5.4.2 (a), (b), (c) & (d) in separate physical envelope **2(two) hours prior to bid submission deadline.**

1.5.5. Responsiveness of Technical Bid

1.5.5.1. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in **ITB Clause**1.3.3.

1.5.5.2. A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

a) If accepted, would:

(i). affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or

(ii). limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

1.5.5.3. The Purchaser shall examine the technical aspects of the Bid submitted in accordance with **ITB Clause**1.3.6, Technical Proposal, in particular to confirm that all requirements of Section 3 (Purchaser's Requirements) have been met without any material deviation or reservation.

1.5.5.4. If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

1.5.6. Non material Nonconformity

1.5.6.1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

1.5.6.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non conformity in the Bid related to documentation requirements. Requesting information or documentation on such non conformity shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.5.6.3. Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Appendix-2 of ITB (Evaluation and Qualification Criteria)**.

1.5.7. Detailed Evaluation of Technical Bids

1.5.7.1. The Purchaser will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:

a) overall completeness and compliance with the Purchaser's Requirements; deviations from the Purchaser's Requirements; conformity of the goods and services offered with specified performance criteria; suitability of the goods and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;

b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and

c) Other relevant factors, if any, listed in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.

1.5.8. Eligibility and Qualification of the Bidder

1.5.8.1. The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in **Appendix to ITB-2 (Evaluation and Qualification Criteria).**

1.5.8.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to relevant **ITB Clause.**

1.5.8.3. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall not open the Price Bid of the Bidder.

1.5.9. Correction of Arithmetical Errors

1.5.9.1. During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:

a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;

b) where there are errors between the total of the amounts of Schedule Nos. 1,2 & 3 and the amount given in Schedule No. 4 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.5.9.2. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be **disqualified and its bid security may be forfeited**.

1.5.10. Evaluation of Price Bids

1.5.10.1. The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used.

1.5.10.2. To evaluate a Price Bid, the Purchaser shall consider the following:

g) the bid price, after including taxes, as quoted in the Price Schedules;

h) price adjustment for correction of arithmetical errors in accordance with **ITB Clause**1.5.9.1; and

i) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).

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

iii. Absolute Approach is to be considered when there is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is Abnormally low.

iv. Relative approach is to be considered when there are at least 5(five) nos. of substantially responsive bids and the lowest bid price is 20% or more below AEGCL's cost estimate. In this approach, first the Average bid price is determined and then by deducting the standard deviation from the Average bid price, potentially ALB may be determined.

k) In case of an ALB, the tender evaluation committee/appropriate authority of the respective tenders shall undertake the following three stage review process which is as below:

v. To identify ALB as per the steps mentioned in SI no. 1.5.10.2.d.(i) and 1.5.10.2.d(ii) Whichever is applicable.

vi. To seek and analyse the clarifications from the abnormally low Bidder in terms of resource inputs and pricing, including overheads, contingencies and profit margins. In that respect, the committee may refer to guideline of World Bank, AIIB, ADB etc. prescribed for ALB.

vii. To decide whether to accept or reject the bid.

viii. On acceptance of the bid, whether Additional Performance Security is to imposed on the bidder supplemented by adequate justification.

l) In case of acceptance of ALB with Additional Performance Security:

IV. If any abnormally low bid is accepted under point 1.5.10.2.e.(iii) with additional performance security, it is to be noted that the total performance security should not exceed 20% of the total contract value.

V. The additional performance security shall be treated as part of the original performance security and shall be valid for a period similar to that applicable for defect liability period of the contract.

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

1.5.11. Comparison of Bids

1.5.11.1. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with **ITB Clause** 1.5.10.2.

1.5.12. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

1.5.12.1. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

1.6.0 Award of Contract

1.6.1. Award Criteria

1.6.1.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

1.6.2. Notification of Award

1.6.2.1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Contractor in consideration of the execution and completion of the plant and services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

1.6.2.2. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

1.6.3. Signing of Contract

1.6.3.1. Within **fifteen (15) days** of receipt of the Letter of Acceptance, the successful Bidder shall be required to sign the Contract Agreement.

1.6.3.2. The contract signing shall take place at the premises of the Purchaser.

1.6.4. Performance Security

1.6.4.1. Within **fifteen (15) days** of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in **Appendix – 4, Section 7 (Contract Forms)**, or another form acceptable to the Purchaser.

1.6.4.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

1.7.0 STATUTORY TAX COMPLIANCE:

The bidder must submit a self-undertaking on Statutory Tax Compliance as per Govt of Assam Executive order No- ECF No- 711226/1 dated 19.12.2025. (enclosed as Annexure)

1.8.0 The successful bidder is entitled to claim Input Tax Credit at actual as per the rule of GST with the maximum permissible limit as per annexed table A&B for the project/work contract. If any fake ITC/bogus billing is detected or payment of inputs in cash is found, the contractor shall be liable for legal action as per the provision of GST rules including blacklisting/debarment. The successful bidder shall submit a certificate as per the format attached. The successful bidder shall bound to abide by the notification of GoA, Finance (Taxation) Department no. eCF NO. 803347/20 dated Dispur 11.07.2026.

APPENDIX TO ITB – 1

Bid Data Sheet (BDS)

A. Introduction

ITB 1.1.1.1	The number of the **IFB** is: **AEGCL/MD/Tech-392/O&M(LAR)/IOCL(BGR)/2026/8, dtd-31.10.2026**
	The Purchaser is: **Assam Electricity Grid Corporation Limited.**
	The name of the Bid is: **"Turnkey Construction 132kV Feeder Bays at both ends including associated Works for 132KV IOCL BGR 2nd Circuit Line from 132KV Dhaligaon GSS to IOCL Bongaigaon Refinery"** **Bid Identification Number: AEGCL/MD/Tech-392/O&M(LAR)/IOCL(BGR)/132KV BAY/2026/BID**

ITB 1.2.2.1	For **clarification purposes** only, the Purchaser's address is: Attention: **CGM (O&M) LAR** **O/O The Managing Director, AEGCL** Street Address: **Bijulee Bhawan, Paltanbazar** Floor/Room number: **First Floor** City: **Guwahati** PIN Code: **781001** Country: **India** Telephone: +91 8910083722 **Electronic mail address: cgmom.lar@aegcl.co.in (Subject:** Turnkey Construction of 132kV Feeder Bays at both end for 132KV IOCL BGR 2nd Circuit Transmission line)
ITB 1.2.2.4	**Purchaser may invite intending Bidders to a pre-bid meeting**, if Purchaser feels it is necessary. The date and time of such pre-bid meeting shall be intimated to intending bidders in due course of time.

ITB 1.3.3.2(i)	The Bidder shall submit with its Technical Bid the following additional documents: 1. Guaranteed and other Technical Particulars as required in Section 3, 'Purchaser's Requirements' 2. Type Test Certificates as required in Section 3, 'Purchaser's Requirements' 3. Notarized Manufacturer's Authorization (of major listed items).
ITB 1.3.7.1	Unless otherwise specifically indicated in the Section 3 (Purchaser's Requirements), bidders shall quote for the entire plant and services on 'single responsibility basis'.
ITB 1.3.7.5	The prices quoted by the Bidder shall be **FIXED for entire period of the Contract.**
ITB 1.3.8.1	The bid validity period shall be **180 (one hundred eighty)** days.
ITB 1.3.9.1	**The Bidder shall furnish a bid security amounting to Rs. 21,00,000.00 (Rupees Twenty-One Lakh) only**

ITB 1.3.10.1	The bidding is through E-tendering portal and received online, a bidder has to submit hard copies as specified by the Purchaser.
ITB 1.3.10.1	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a written confirmation of Authorization to sign on behalf of the Bidder shall consist of **Notarized Power of Attorney**.

ITB 1.4.2.1	For **bid submission purposes** only, **(E-tenders shall be accepted through online portal http://assamtenders.gov.in only)** The purchaser's address is: **O/O The Managing Director, AEGCL** Street Address: **Bijulee Bhawan, Paltanbazar** Floor/Room number: **First Floor** City: **Guwahati** PIN Code: **781001** **The deadline for bid submission is** Date**: 25.11.2026** Time: **12.00 Hours**
ITB 1.4.5.1	The bid opening of Technical Bids shall take place at **Office of The Managing Director, AEGCL** Street Address: **Bijulee Bhawan, Paltanbazar** Floor/Room number: **First Floor** City: **Guwahati (Assam)** PIN Code: **781001** Country: **India** Date: **26.11.2026** Time: **14:00 Hours**

APPENDIX TO ITB - 2

Evaluation and Qualification Criteria (ECQ)

This Appendix contains all the criteria that the Purchaser shall use to evaluate bids and qualify Bidders. In accordance with ITB 1.5.7 and ITB 1.5.8, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 2 (Bidding Forms).

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1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 1.5.7.1 (a) – (c), no other factor shall apply.

1.2 Economic Evaluation

Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders shall remain unaltered.

1.2.1 Quantifiable Deviations and Omissions

Quantifiable Deviations and Omissions from the contractual obligations: No financial assessment shall be made by the Purchaser for deviations and omissions from the requirements of the Bidding Document. All such deviations, omissions or reservations shall be dealt with in accordance with ITB Clauses 1.5.5.2, 1.5.5.3, 1.5.5.4, 1.5.6.1, 1.5.6.2,1.5.6.3,1.5.7.1(a)and1.5.9.

1.3 Time Schedule

Time to complete Works from the Commencement Date specified in **Article 3** of the Contract Agreement for determining time for completion of the works is **Eighteen (18) months.** Bids not meeting the above time schedule shall be rejected.

1.4 Specific additional criteria

In addition to the above, no additional criteria shall be considered for evaluation of Bids.

2.0 Qualification

Qualification of bidder will be based on meeting the minimum pass / fail criteria specified below

2.1 General

The Bidder must satisfy the requirement of ITB Sub-Clause 1.1.2 and shall submit necessary document as per the said Clause.

2.1.1 The Bidder shall submit a certificate of being an authorised dealer/distributor/agent of the manufacturer. **In case, the Bidder is an authorised dealer/distributor/agent, the bidder must submit with the bid, an undertaking using 'Form-MA' (Manufacturer's Authorisation - Notarized), Section-2 (Bidding Form) for all major equipment i.e Circuit Breaker, CT & PT, Isolator, C&P panel, Lightning Arrestor, conductor, cables, ACDB etc) as per the BoQ.**

2.1.2

2.2 Pending Litigation:

Using the 'Form LIT– 1' (Section 4, Bidding Form), bidder shall list all Pending Litigation.
All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than **50% percent** of the Bidder's net worth.

2.3 Financial Situation

Criteria	**Compliance Requirements**				**Documents**
Requirement	Single Entity	Joint Venture			
		All Partners Combined	Each partner	One partner	Submission Requirements

2.3.1 Historical Financial Performance

Submission of audited balance sheets or other financial statements acceptable to the Purchaser, for the last **3 (three)** (2023-24, 2024-25 and 2025-26) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth should be positive	Must Meet Requirement	Not Applicable	Must Meet Requirement	Not Applicable	Form **'FIN-1'** With attachments

2.3.2 Average Annual Turnover.

Minimum **average annual turnover** of **Rs.3,50,00,000.00** calculated as total certified payments received for contracts in progress or completed, within the **last 3 years** (2023-24, 2024-25 and 2025-26)	Must Meet Requirement	Must Meet Requirement	25% Minimum	Must meet 40% of the requirement (Lead partner)	Form **'FIN-2'**

2.3.3 Financial Resources/Cash Flow

Using Forms **FIN – 3 and FIN-4** Section 2 (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the **cash-flow requirement**, of **Rs.90,00,000.00**	Must Meet Requirement	Must Meet Requirement	25% Minimum	Must meet 40% of the requirement (Lead partner)	Form **'FIN-3'**

2.3.4 Performance in earlier contracts in AEGCL.

The performance of the bidders/JV Partners in similar contracts executed earlier in AEGCL will be considered during Technical Evaluation Stage. The bidder may be disqualified if their performance is found to be unsatisfactory in previous works (i.e., within last 7 years) undertaken in AEGCL.

The following will be considered as unsatisfactory performance:

1) If the bidder/JV Partner has failed to complete a contract within scheduled completion time. However, this will not apply in case the bidder has been awarded time extension without any deduction of LD.

2) If there is any evidence of poor workmanship by the bidder/JV Partner during execution of the contract. Execution of contract not in compliance with the approved specifications/drawings will be considered as poor workmanship.

2.4 Experience

2.4.1 General Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			
		All Partners Combined	Each partner	One partner	Submission Requirements
Experience as a contractor/Partner in a JV for work(s)/ contract(s) in last 5 (Five) years as on bid submission deadline.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form EXP- 1

2.4.2 Specific Experience

(a) Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			
		All Partners Combined	Each partner	One partner	Submission Requirements
Participation as contractor (sole or partner in a JV or as subcontractor) in contract of the following nature, that have been successfully completed during **last 10 (ten) years** ending last day of month previous to the one in which *bids are invited,* a. *Three similar completed works costing not less than the amount equal to 40% of the estimated cost.* b. *Two similar completed works costing not less than the amount equal to 50% of the estimated cost.* c. *One similar completed work costing not less than the amount equal to 80% of the estimated cost.*	Must meet requirement	Must meet requirement	Not applicable	Not Applicable	Form EXP – 2

Definition of one Similar work: *1 Nos of Turnkey Construction of transformer or line bay of 132kV voltage class or above with SAS integration* *OR* *3Nos of Turnkey Construction of transformer or line bay of 33kV voltage class or above with SAS integration*					

2.5 Subcontractors/Manufacturers

(If Bidder is a manufacturer or proposes to appoint subcontractor for supply of equipment required to be supplied as per this bid, he or his subcontractor must also meet the requirements of the clause 2.5).

Subcontractors/manufacturers for the listed major items of supply must meet the requirements mentioned either **in clause 2.5.1 or 2.5.2.**

2.5.1 Subcontractors/manufacturers for the following major items of supply must meet the following minimum criteria, herein listed for that item.

Failure to comply with this requirement will result in rejection of the subcontractor/manufacturer.

Item No.	**Description of Item**	**Minimum Criteria to be met**
1	Manufacture of Circuit Breakers of 132kV and 33 kV class.	The Bidder or if the Bidder is not a manufacturer of listed items his supplier must have designed, manufactured; type tested, supplied listed equipment, which are in successful operation for at least five (5) years as on the date of bid opening. The bidder/manufacturer should list such works executed to substantiate the requirement of this Clause using ***Form EXP-2***.
2	Manufacture of Instrument Transformers of 132 kV and 33 kV class.	
3.	Manufacture of Numeric Protective Relays.	
4	Manufacture of BCU and Substation Automation System equipment	
5	Manufacture of relay & control panel and integration & configuration of Protection & Substation Automation System equipment	
6	Manufacture of Isolators of 132 kV and 33 kV class	
7	Manufacture of Lightning Arresters of 132 kV and 33 kV class.	
8	Manufacture of Capacitive Voltage Transformers of 132 kV class.	
9	Manufacture of Wave Traps of 132 kV class.	
10	PLCC Terminal	

NOTE: The bidder complying above requirements must submit with his bid the following documents to substantiate the requirements of this clause:

(i) ***Manufacturer must have production facility in India.***

(ii) ***Manufacturer's authorization, using the form provided in Section 2 (Bidding Forms). The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of bidding document and meets the minimum criteria listed above for that item.***

(iii) ***Full type test certificate.***

(iv) ***Manufacturer's experience list.***
(v) ***GTP of the equipment to be supplied.***
(vi) ***Recent performance certificate from past clients. Performance & Completion certificates should not be older than 5 (FIVE) years on the date of opening of the technical bid.***

2.5.2 The Bidder may offer following listed equipment from manufacturers mentioned against each item:

Item No.	**Description of Item**	**Name of Manufacturers**
1	Manufacture of Circuit Breakers of 132kV and 33 kV class.	ABB/CGL/BHEL/AREVA/SIEMENS
2	Manufacture of Instrument Transformers of 132 kV and 33 kV class.	ABB/CGL/BHEL/AREVA
3.	Manufacture of Numeric Protective Relays.	Siemens/ABB/ALSTOM/ GE MULTILIN/SEL
4	Manufacture of BCU and Substation Automation System equipment	Siemens/ABB/ALSTOM/ GE MULTILIN/SEL
5	Manufacture of relay & control panel and integration & configuration of Protection& Substation Automation System equipment	Names mentioned against Sl. 4 plus Vension
6	Manufacture of Isolators of 132 kV and33 kV class	ABB S&S/AREVA/SIEMENS/CGL
7	Manufacture of Lightning Arresters of132 kV and 33 kV class.	CGL/OBLUM/LAMCO/SIEMENS,
8	Capacitive Voltage Transformers of 132kV and 33 kV class.	CGL/ABB/AREVA
9	Manufacture of Wave Traps of 132 kV class.	CGL/ABB
10	PLCC terminal	AREVA, ABB, SIEMENS

NOTE: The bidder complying above requirements must submit with his bid only the manufacturer's authorization and GTP, using the form provided in Section 2 (Bidding Forms), showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's establishment. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of bidding document and meets the minimum criteria listed above for that item.

2.5.3 Bidders are free to list more than one Subcontractor against each item of the plant and services. However, necessary documents as mentioned in clause 2.5.1 and 2.5.2 must be furnished with the bid against each such manufacturer/ subcontractor. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

Section - 2

BIDDING FORMS

This Section contains the forms that are to be completed by the Bidder and submitted as part of his Bid.

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1. Letter of Technical Bid

[Bidder's Letterhead]

Date: .....

Bid Identification No (s): .....

: .....

: .....

: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;

(b) We offer to design, manufacture, test and deliver, in conformity with the Bidding Document the following Goods and Related Services: . . . . . .

……

(c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

Name .....

In the capacity of .....

Signed .....

.....

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

Date .....

.....

2. Letter of Price Bid

(TO BE FURNISHED FOR EACH PACKAGE SEPARATELY)

(NOT REQUIRED FOR E-TENDERING)

[Bidder's Letterhead]

Date: .....

Bid Identification No: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

(i). We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;

(ii). We offer to design, manufacture, test and deliver in conformity with the Bidding Document the following Goods and Related Services: . . . . . ;

(iii). The total price of our Bid is the sum of: ……,

(iv). Discount offered (if any) for (i) Supply (Schedule 1) ……%, and (ii) Related Services (Schedule 2, F& I,)…….....% iii) ETC (Schedule 3)…….%

(v). Our bid shall be valid for a period of 180 days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(vi). If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(vii). We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(viii). We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name .....

In the capacity of .....

Signed .....

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

Date .....

3. Price Schedules

PREAMBLE

General

1. The Price Schedules are divided into separate Schedules as follows:

Schedule No. 1:	Supply of Goods.
Schedule No. 2:	Freight & Insurance.
Schedule No. 3:	Erection, Testing and Commissioning including Civil Works

2. The entered rates and prices shall be deemed to cover the full scope as specified in the bidding document, including overheads and profit.
3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with **ITB** 1.2.2 prior to submitting their bid.

Pricing

4. Prices shall be filled in price schedule provided in the e-tendering portal. Hardcopies of the same are not required.
5. Bid prices shall be quoted on-line in the manner indicated in Schedules.

   As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract.

   Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 3 (Purchaser's Requirements) or elsewhere in the Bidding Document.

NOTE: For E-Tendering these forms are indicative only. All prices to be filled in the price schedule provided in the e-tendering portal only excluding GST.

4. Format of Bid Security

Bank Guarantee

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

..... **Bank's Name and Address of Issuing Branch or Office .....**

Beneficiary: ..... Name and Address of Purchaser .....

Date:.....

Bid Security No.:.....

We have been informed that . . . . . **name of the Bidder**. . . . . (Hereinafter called "the Bidder") has submitted to you its bid dated . . . . . (Hereinafter called "the Bid") for the execution of . . . .**Name & Identification No of Bid** . . . . . under Invitation for Bids No. . . . . ("The IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . **name of Bank**. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . .**amount in figures** . . . . . (. . . . . .**amount in words** . . . . .) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

. . . . . **.Bank's seal and authorized signature(s)** . . . . . .

Note: All italicized text is for use in preparing this form and shall be deleted from the final document

5. Contract Execution Schedule

The Bidder shall indicate here his proposed Contract Execution Schedule if the contract is awarded to him. The Schedule shall match with the time for completion specified i.e., **Eighteen (18) months**. The bidder must show each stage in detail. For example, supply period, foundation construction period, erection period, testing period etc.

6 Bidders Qualification

To establish its qualifications to perform the contract in accordance with Appendix 2 of ITB (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

6.1 Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address	
Bidder's authorized representative (Name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. ❑ 1. In case of single entity/firm, documents, in accordance with ITB 1.1.2.1. ❑ 2. In case of single Company, documents, in accordance with ITB 1.1.2.2.	

6.2 Form LIT - Pending Litigation

Each Bidder must fill in this form

Pending Litigation

- ☐ **No pending litigation in accordance with Criteria 2.1.3 of Appendix 2 of ITB (Evaluation and Qualification Criteria)**
- ☐ **Pending litigation in accordance with Criteria 2.1.3 of Appendix 2 of ITB (Evaluation and Qualification Criteria)**

Year	Matter in Dispute	Value of Pending Claim in Rupees	Value of Pending Claim as a Percentage of Net Worth

6.3 Form FIN - 1: Financial Situation

Each Bidder must fill in this form

Financial Data for Previous 3 Years [Rupees]			
	Year 1:	**Year 2:**	**Year 3:**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

6.4 Form FIN - 2: Average Annual Turnover

Each Bidder must fill in this form

Year	Amount (Rupees)
Average Annual Turnover	

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for contracts in progress or completed.

6.5 Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in **Appendix 2 of ITB** (Evaluation and Qualification Criteria) with necessary supporting documents.

Financial Resources		
No.	**Source of financing**	**Amount (Rupees)**
1		
2		
3		

6.6 Form FIN – 4: Financial Requirements for Current Contract Commitments

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X)[a]	Remaining Contract Period in months (Y)[b]	Monthly Financial Resources Requirement (X/Y)
1						
2						
3						
4						
	Total Monthly Financial Requirements for Current Contract Commitments (CCC)					. . . . .

[a] Remaining outstanding contract values to be calculated from 14 days prior to the bid submission deadline.

[b] Remaining contract period to be calculated from 14 days prior to bid submission deadline.

[The availability of Financial Resources of the Bidder shall be assessed as follows:

Total Available Financial Resources from FIN – 3 **minus** the Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 must be equal or greater than the Financial Resource Requirement for the Subject Contract as per Clause 2.2.3, Appendix-2 to ITB, to be qualified under the referred ITB Clause].

In case the bidder is a JV, separate filled in forms for each of the JV partners is to be submitted along with the Bid.

6.7 Form EXP – 1: General Experience of the bidder

Each Bidder must fill in this form

General Experience				
Starting Month Year	**Ending Month Year**	**Years**	**Contract Identification and Name Name and Address of Purchaser Brief Description of the Works Executed by the Bidder**	**Role of Bidder**

6.8 Form EXP – 2: Specific experience of the bidder

Each Bidder must fill in this form

Specific Experience				
Starting Month Year	**Ending Month Year**	**Years**	**Contract Identification and Name Name and Address of Purchaser Brief Description of the Works Executed by the Bidder**	**Role of Bidder**

6.9 Form EXP – 3: Experience of manufacturer

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No. . . . . .**of**.	**Contract Identification**		
Award Date		**Completion Date**	
Role in Contract	❑ **Contractor**		❑ **Subcontractor**
Total Contract Amount	**(Rupees)**		
Purchaser's Name **Address** **Telephone/Fax Number** **E-mail**			
Description of the similarity in accordance with Sub-Clause 4.2 (a) of the Qualification Criteria			
1. Brief Specification of Goods supplied **2. Date of commissioning.**			
Attached are copies of the following original documents. ❑ 1. Type Test Certificates. (Not older than seven years on the date of Technical Bid opening) ❑ 2. Recent performance certificates (Not older than five years on the date of Technical Bid opening) ❑ 3. Copy of the Contract Document.			

7 Manufacturer's Authorization

[The Bidder, shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. Please refer to notes at bottom]

(Manufacturer's Letterhead)

Date: [**insert date (as day, month and year) of Bid Submission**]

Bid No.: [**insert number of bidding process**]

To: [Insert: full name of Purchaser]

WE [insert: **name of Manufacturer**] who are established and reputable manufacturers of [insert: **name and/or description of the Goods**] having production facilities at [insert: **address of factory**] do hereby authorize [insert: **name & address of Bidder**] (hereinafter, the "Bidder") to submit a bid the purpose of which is to provide the following goods, manufactured by us, and to subsequently negotiate and sign the Contract:

1. ----------
2. ----------

We hereby extend our full guarantee and warranty in accordance with **Clause 6.9.0** of the Special Conditions of Contract, for the above specified Goods supporting the Supply of specified Goods and fulfilling the Related Services by the Bidder against this Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that, we will furnish the Performance Guarantee in accordance with **SCC Clause in bid.** Further, we also hereby declare that we and ……, [insert: **name of the Bidder**] have entered into a formal relationship in which, during the duration of the Contract (**including related services and warranty/defects liability**) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Signed: _____

Date: _____

In the capacity of [insert: **title of position or other appropriate designation**] (**and this should be signed by a person having the authority to legally bind the manufacturer).**

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Notes:

1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having **authority to sign on behalf of the Manufacturer** (to be attached with this MA) to legally bind the Manufacturer. It shall be included by the bidder in its bid.

2. **Above undertaking shall be notarized so as to be legally enforceable.**

8 Checklist of major documents to be submitted by the bidders along with Technical Bid

(Bidders are requested to tick the boxes)

SL	Documents	Submitted	
		Yes	No
1	Bid security (Online & hard Copy of Bank Guarantee etc)		
2	Letter of Technical Bid mentioning bid validity (Online)		
3	Notarised power of attorney (Online and hardcopy)		
4	Registered joint venture agreement, if bidder is a JV. (Online and hardcopy)		
5	**Experience Certificate of Bidder/Partners of JV**		
a)	General Experience (Along with completion certificate and Work Order)		
b)	Specific Experience (Along with completion certificate and Work Order)		
6	**Financial Documents Bidder/Partners of JV**		
a)	Balance sheets of last 03 years as per Bid		
b)	Turnover certificates from CA (last 03 years) as per Bid		
c)	Cash Flow certificate along with supporting documents		
7	**Manufacturers Authorisation**		
a)	Circuit Breaker		
b)	CT & PT		
c)	Isolators		
d)	Surge Arrestors (LA)		
e)	Control & Relay panel		
f)	Numerical relays & BCU		
g)	Conductor		
h)	CVT, Conductor, cables, ACDB etc as per BoQ		
8	**GTP, Type Test Report and recent performance certificates as per clause 2.5** (Only If manufacturer not listed in clause 2.5.2)		
a)	Circuit Breaker		
b)	CT		
c)	Isolators		
d)	Surge Arrestors (LA)		
e)	Control & Relay panel		
f)	Numerical relays & BCU		
g)	Conductor		
h)	CVT, Conductor, cables, ACDB etc as per BoQ		
9	**Bidding Forms** (FIN 1, FIN 2, FIN 3, EXP 1, EXP2, LIT etc as per bid)		
10	**Detailed Completion schedule** (Pert Chart)		
11	**Company/Firm documents and licenses as applicable.** (Partnership Deed, MOA, Electrical license, Labour license and insurance etc)		

Section - 3

Employer's Requirements

(This Section contains the Technical Requirements and supplementary information that describe the Goods and Related Services)

Section 3
Employer's Requirements

3.1.0 Scope of Works

3.1.1. **The scope of works covers "Turnkey Construction 132kV Feeder Bays at both ends including associated Works for 132KV IOCL BGR 2nd Circuit Line from 132KV Dhaligaon GSS to IOCL Bongaigaon Refinery"**

1) The scope of supply of plant and services in details are covered in Volume-2 (Technical Specification) of this Bidding Document.

2) It is also responsibility of the Contractor to obtain any road permits and any other permits or licenses to execute the works.

3) The integration of supplied CRP to the existing SAS (Make: Hitachi at 132KV Dhaligaon GSS and Make: Schneider Electric at IOCL Bongaigaon Refinery end) of AEGCL has to be done by authorized representatives of the OEM only. Also, if the OEM of the C&R Panel is different from the OEM of the existing SAS then the integration of the C&R Panel with the existing SAS has to be done by the authorized representatives of both the OEM.

3.1.2. The Bill of Quantities for indicative purposes is furnished in Price Schedules of Section-2 (Vol-I) of this bidding document. The BOQ is as per BOQ Schedules attached in the online e-tender document.

3.1.3. The quantities in the above Annexure are provisional in nature and for bid comparison purpose only. Quantities may vary to the extent of (+) 20 % to (-) 20% in terms of Contract Price.

3.1.4. The bidder on its own responsibility may visit and examine the Site of Works and its surroundings and obtain information that may be necessary for preparing the bid. Any permits or licenses that may be required to execute the works should also be obtained by the contractor.

3.1.5. **The items mentioned in these Annexures shall only be used while quoting the bid prices. Any other items not specifically mentioned in the specification but which are required for installation, testing, commissioning and satisfactory operation of the cable as per Indian Standards/IE Rules/IE Act and concerned authority regulations are deemed to be included in the scope of the specification and no deviation in this regard shall be accepted**

No modifications/additions/ deletions shall be made by the bidder to the items and quantities given in these schedules.

3.2.0 Contractor to Inform Himself Fully

3.2.1. The contractor should ensure that he has examined the Specifications and Schedules as brought out in this Section as well as other Sections of The Bidding document and has satisfied himself as to all the conditions and circumstances affecting the contract price 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.

3.2.2. The Employer shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contractor in writing by the Employer.

3.3.0 Service Conditions

3.3.1. The plant and materials supplied shall be suitable for operation under the following climatic and other conditions:

a) Peak ambient day temperature in still air	: 45°C
b) Minimum night temperatures	: 0°C
c) Reference ambient day temperature	: 45°C
d) Relative Humidity a) Maximum	: 100 %
b) Minimum	: 10 %
e) Altitude	: Below 1000 M above MSL
f) Maximum wind pressure	: As per IS: 802 latest code.
g) Seismic Intensity	: ZONE-V as per IS 1893.

3.4.0 Conformity with Indian Electricity Rules & Other Local Regulations

3.4.1. The Contractor shall note that all substation works shall comply with the latest provisions of Indian Electricity Rules and with any other regulations. Local authorities concerned in the administration of the rules and regulation relating to such works shall be consulted, if necessary, about the rules and regulations that may be applicable.

3.4.2. The Contractor shall also comply with the Minimum Wages Act 1948 and the payment of Wages Act (both. of the Government of India and State of Assam) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor.

3.4.3. All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor.

3.5.0 Contractor's Requirement

3.5.1. **The Contractor should be in possession of a up to-date valid Labour License, ESIC registration, EPFO certificate, Electrical Contractor License and Electrical Supervisory License as per the provision of Law.** Attested copy of each of the aforementioned License must be handed over to the Owner for his record prior to handing/taking over of sites.

3.5.2. **All the works shall also be inspected by the Chief Electrical Inspector, Govt. of Assam or his authorize representatives. It is the responsibility of the Contractor to obtain pre-requisite commissioning clearance of any equipment from the said Inspectorate. The Contractor will pay necessary fees to the Inspectorate, which it may levy. Concerned supervising authority of AEGCL will provide all necessary assistance in this regard.**

3.6.0 Standards

3.6.1. The equipment covered under this bidding document shall, unless otherwise stated be designed, constructed and tested in accordance with the latest revisions of relevant Indian Standards and shall conform to the regulations of local statutory authorities.

3.6.2. In case of any conflict between the standards and this specification, this specification shall govern.

3.6.3. Equipment conforming to other international or authoritative Standards which ensure equivalent or better performance than that specified under Clause 3.6.0 above shall also be accepted. In that case relevant extracts of the same shall be forwarded with the bid.

3.7.0 Engineering Data

3.7.1. The furnishing of engineering data by the Contractor shall be in. accordance with the Bidding Document. The review of these data by the Employer will cover only general conformance of the data to the specifications and not a thorough review of all dimensions, quantities and details of the materials, or items indicated or the accuracy of the information submitted. This review by the Employer shall not be considered by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications.

3.7.2. All engineering data submitted by the Contractor after review by the Employer shall or part of the contract document.

3.8.0 Drawings and Documents for Approval

3.8.1. All necessary drawings and documents required for completion of the project is to be submitted by the contractor for approval. The drawings provided with bid (if any) are for indicative purpose only and fresh drawings are to be prepared by the contractor as per actual site condition after survey. The drawings and documents are to be approved by AEGCL before procurement or commencement of work.

3.8.2 All drawings submitted by the Contractor including those submitted at the time of Bid shall be with sufficient detail to indicate the type, size, arrangement, dimensions, material description, Bill of Materials, weight of each component break-up for packing and shipment, fixing arrangement required, the dimensions required for installation and any other information specifically requested in these specifications.

3.8.3. Each drawing submitted by the Contractor shall be clearly marked with the name of the Employer, the specification title, the specification number and the name of the Project. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be to the scale and in S.I. units.

3.8.4. **The drawings submitted for approval to the Employer shall be in quadruplicate**. One print of such drawings shall be returned to the Contractor by the Employer marked "approved/approved with corrections". The contractor shall there upon furnish the Employer additional prints as may be required along with one reproducible in original of the drawings after incorporating all corrections.

3.8.5. The Contractor shall perform the work strictly in accordance with these drawings and no deviation shall be permitted without the written approval of the Employer, if so required.

3.8.6. All manufacturing, fabrication and erection work under the scope of Contractor prior to the approval of the drawings shall be at the Contractor's risk. The contractor may make any changes in the design which are necessary to conform to the provisions and intent of the contractor and such changes will again be subject to approval by the Employer.

3.8.7. The approval of the documents and drawings by the Employer shall mean that the Employer is satisfied that:
a) The Contractor has completed the part of the Works covered by the subject document (i.e. confirmation of progress of work).
b) The Works appear to comply with requirements of Specifications.
In no case the approval by the Employer of any document does imply compliance with neither all technical requirements nor the absence of errors in such documents. If errors are discovered any time during the validity of the contract, then the Contractor shall be responsible of their consequences.

3.8.8. All drawings shall be prepared using AutoCAD software version 2000 or later only. Drawings, which are not compatible to AutoCAD software version 2000 or later, shall not be acceptable. After final approval all the drawings shall be submitted to the Employer in readable CD's

3.8.9. The following is the general list of the documents and drawings that are to be approved by the Employer:

a) Work Schedule (Master Network) Plan with linkages prepared on latest version of Microsoft Projects.
b) General Layout of Switchyard: Plan and Sections.
c) Detail design calculations and drawings for Control Room including elevation, sections etc.
d) Earthing layout and details.
e) Cable Trench Layout and details.
f) Foundation layouts and details of main and auxiliary structures
g) Detail design calculations and drawings for structures, equipment supports and foundations including transformer pad.
h) Cable Schedule, as applicable
i) For equipment and items in the scope of supply:
    (i) General arrangement drawing with full dimensions.
    (ii) Electrical schematic diagram, where applicable.
    (iii) Wiring diagram, where applicable.

3.8.10. All Designs/Drawings/Calculations/Data submitted by the contractor, from time to time shall become the property of the Employer and Employer has the right to use or replicate such designs for future contracts / works without the permission of the Contractor. The Employer has all rights to use/ offer above designs/drawings/data sheets to any other authority without prior Permission of the Contractor.

3.9.0 Final Drawings and Documents

3.9.1. The successful Contractor shall require to provide following drawings and documents for each bay constructed in printed form:

(a) All approved drawings (AS BUILD) of equipment and works related to a particular bayin three (3) copies.
(b) Instruction manuals of all equipment related to a particular bay in three (3) copies.
These instruction manuals shall generally consist of-
    (i) Operation Manuals,
    (ii) Maintenance Manuals and
    (iii) Spare Parts Bulletins.
(c) Copies of routine test reports (in triplicate) of relevant equipment.
(d) Final Guaranteed and Other technical particulars of relevant equipment.

3.9.2. In addition to the above the Contractor shall provide five (5) sets of all the drawings and documents to Employer in printed form for his reference and record.

3.10.0 Application System Software

3.10.1. Contractor shall provide copies of licensed copies of application software / configuration & system software in the form of CD (in duplicate) for all IEDs, meters, SAS etc.

3.11.0 Quality Assurance, Inspection & Testing

3.11.1. To ensure that the supply and services under the scope of this Contract whether manufactured or performed within the Contractor's works or at his Sub Contractor's premises or at site or at any other place of work are in,

accordance with the specifications, the Contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the Contractor and shall be finally accepted by the Employer after discussions before the award of Contract. A quality assurance programme of the Contractor shall generally cover but not limited to the following:

a) His organization structure for the management and implementation of the proposed quality assurance programme
b) Documentation control System.
c) Qualification data for Contractors key personnel.
d) The procedure for purchases of materials, parts components and selection of sub-Contractors services including vendor analysis, source inspection, incoming raw material inspection, verification of material purchases etc.
e) System for shop manufacturing including process controls and fabrication and assembly controls.
f) Control of non-conforming items and system for corrective action.
g) Control of calibration and testing of measuring and testing equipment.
h) Inspection and test procedure for manufacture.
i) System for indication and appraisal of inspection status.
j) System for quality audits.
k) System for authorizing release of manufactured product to the Employer.
l) System for maintenance of records.
m) System for handling storage and delivery and
n) A quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of supply.

The Quality plan shall be mutually discussed and approved by the Employer after incorporating necessary corrections by the Contractor as may be required.

3.11.2. **Quality Assurance Documents**

The Contractor shall be required to submit all the Quality Assurance Documents as stipulated in the Quality Plan at the time of Employers inspection of equipment/material.

The Employer or his duly authorized representatives reserves the right to carry out Quality Audit and quality surveillance of the systems and procedures of the Contractors/his vendors Quality Management and Control Activities.

3.12.0 Employer's Supervision

3.12.1. 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.

3.12.2. The manufacturing of the product shall be carried out in accordance with the specifications. 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. Review and interpretation of all the Contractors drawings, engineering data etc.

c. Witness or authorize his representative to witness tests at the manufacturer's works or at site, or at any place where work is performed under the contract.

d. Inspect, accept or reject any equipment, material and work under the Contract, in accordance with the Specifications.

e. Issue certificate of acceptance and/or progressive payment and final payment certificate.

f. Review and suggest modification and improvement in completion schedules from time to time, and

g. Supervise the Quality Assurance Programme implementation at all stages of the works.

3.12.3. **Inspection and Inspection Certificate**

3.12.4. The Employer, his duly authorized representative and/or outside inspection agency acting on behalf of the Employer shall have, at all reasonable times, access to the premises and works of the Contractor and their sub-contractor(s)/sub-vendors and shall have the right, at the reasonable times, to inspect and examine the materials and workmanship of the product during its manufacture.

3.12.5. All routine and acceptance tests whether at the premises or works of, the Contractor or of any Sub Contractor, the Contractor except where otherwise specified shall carry out such tests free of charge. Items such as labour, materials, electricity, fuel, water, stores apparatus and instruments as may be reasonably demanded by the Employer/inspector or his authorized representative to carry out effectively such tests in accordance with the Contract shall be provided by the Contractor free of charge.

3.12.6. If desired by the Employer, the Contractor shall also carry out type tests as per applicable Standards for which Employer shall bear the expenses except in cases where such tests have to be carried out in pursuance to **Clause 3.13.3**. The Contractor is required to quote unit rates of type test charges in a separate Schedule (if such schedule is provided in the Bidding Document) in pursuance to this Clause. However, these type test charges shall not be taken into account in comparing Price Bid.

3.12.7. The inspection by Employer and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Contractor in respect of the agreed Quality Assurance Programme forming a part of the Contract.

3.12.8. **Tests**

The type, acceptance and routine tests and tests during manufacture to be carried-out on the material and equipment shall mean as follows:

i) Type Tests shall mean those tests, which are to be carried out to prove the process of manufacture and general conformity of the material to this Specification. These tests shall be carried out on samples prior to commencement of commercial production against the order. The Bidder shall indicate his schedule for carrying out these tests.

ii) Acceptance Tests shall mean those tests, which are to be carried out on samples taken from each lot offered for pre-dispatch inspection, for the purposes of acceptance of that lot.

iii) Routine Tests shall mean those tests, which are to be carried out on the material to check requirements, which are likely to vary during production.

iv) Tests during Manufacture shall mean those tests, which are to be carried out during the process of manufacture and end inspection by the Contractor to ensure the desired quality of the end product to be supplied by him.

v) The norms and procedure of sampling for these tests will be as per the Quality Assurance Programme to be mutually agreed to by the Contractor and the Employer.

3.12.9. The standards and norms to which these tests will be carried out are specified in subsequent Sections of this Specification. Where a particular test is a specific requirement of this Specification, the norms and procedure of the test shall be as specified or as mutually agreed to between the Contractor and the Employer in the Quality Assurance Programme.

3.12.10. For all type and acceptance tests, the acceptance values shall be the values specified in this Specification or guaranteed by the Bidder or applicable Standards, as applicable.

3.13.0 Type Test Reports

3.13.1. Materials, which have never been tested for critical performance, shall not be accepted. In such cases, a promise or agreement by a bidder to have the equipment tested after award of a contract is not acceptable.

3.13.2. All Bids must be accompanied by the Type Test Certificates of materials offered (refer Clause 3.13.5below). Such type test certificates shall be acceptable only if: -

(a) Tests are conducted in an independent **testing laboratory with NABL accreditation**, or

(b) Tests are conducted in manufacturer's own laboratory.

In this case (i) the laboratory must have **NABL accreditation**; and

(ii) tests have been witnessed by technically qualified representatives of earlier clients or purchaser.

3.13.3. **Test reports to be acceptable must be related directly to the equipment offered i.e., it is fully identical in design, rating and construction with the equipment for which the type test certificates have been submitted. Test reports for higher class (by capacity/voltage etc.) of equipment are acceptable with commitment to perform the type tests free of any charge on the particular equipment after the award of contract.**

3.13.4. **Type Test Reports older than ten (10) years on the date of technical bid opening shall not be accepted.**

3.14.0 Guaranteed Technical Particulars

3.14.1. The Guaranteed Technical Particulars of the various items shall be furnished by the Bidders with the Technical Bid in the prescribed Schedules attached in Volume-2 of the bidding document. The Bidder shall also furnish any other information's as in their opinion is needed to give full description and details to judge the item(s) offered by them.

3.14.2. The data furnished in Guaranteed Technical Particulars should be the minimum or maximum value (as per the requirement of the specification) required. A Bidder may guarantee a value more stringent than the specification requirement. However, for testing purpose or from performance point of view, the material shall be considered performed successfully if it achieves the minimum/maximum value required as per the technical specification. No preference what so ever shall be given to the bidder offering better/more stringent values than those required as per specification except were stated otherwise.

3.15.0 Construction Tools, Equipment Etc.

3.15.1. The Contractor shall provide all the construction equipment, tools, tackle and scaffoldings required for construction, erection, testing and commissioning of the works covered under the Contract. He shall submit a list of all such materials to the Employer before the commencement of work at site. These tools and tackle shall not be removed from the site without the written permission of the Employer.

3.16.0 Materials Handling and Storage

3.16.1. All the supplies under the Contract as well as Employer supplied items (if any) arriving at site shall be promptly received, unloaded and transported and stored in the stores by the Contractor.

3.16.2. Contractor shall be responsible for examining all the shipment and notify the Employer immediately of any damage, shortage, discrepancy etc. for the purpose of Employer's information only. The Contractor shall submit to the Employer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/or in storage and erection at site. Any demurrage, and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.

3.16.3. The Contractor shall maintain an accurate and exhaustive record-detailing out the list of all items received by him for the purpose of erection and keep such record open for the inspection of the Employer.

3.16.4. All items shall be handled very carefully to prevent any damage or loss. The materials stored shall be properly protected to prevent damage. The materials from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such materials at Site.

3.16.5. All the materials stored in the open or dusty location must be covered with suitable weather-proof and flameproof covering material wherever applicable.

3.16.6. The Contractor shall be responsible for making suitable indoor storage facilities, to store all items/materials, which require indoor storage.

3.16.7. The Contractor shall have total responsibility for all equipment and materials in his custody, stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

3.17.0 Contractor's Materials brought on to Site

3.17.1. The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the work under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Employer, 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.

3.17.2. The Employers 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 Employer shall be at liberty to sell and dispose of any such goods, in such manner, as he shall think fit including public auction or private treaty.

3.17.3. After the completion of the Works, the Contractor shall remove from the Site under the direction of the Employer's site representative, the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Employer's site representative. If the Contractor fails to remove such materials within fifteen (15) days of issue of a notice by the Employer's site representative, the Employer's site representative shall have the liberty to dispose of such materials as detailed under clause **3.17.2** above and credit the proceeds thereto to the account of the Contractor.

3.18.0 Commissioning Spares

3.18.1. It will be the responsibility of the Contractor to provide all commissioning spares required for initial operation till the Employer declares the equipment as ready for commissioning. All commissioning spares shall be deemed to be included in the scope of the Contract at no extra cost to the Employer.

3.18.2. These spares shall be received and stored by the Contractor at least 1 month prior to the schedule date of commencement of commissioning of the respective equipment and utilized as and when required. The unutilized spares and replaced parts, if any, at the end of successful completion of performance and guarantee test shall be the property of the Contractor and he will be allowed to take these parts back at his own cost with the permission of Employer's Representative.

3.19.0 Consignee Details

3.19.1 **The Contractor shall supply the equipment and execute the works at 132KV Dhaligoan GSS, AEGCL and IOCL Bongaigaon Refinery at Dhaligaon Bongaigaon.**

Section - 5

General Conditions of Supply and Erection of AEGCL

This Section 'General Conditions of Supply and Erection of AEGCL' is supplementary to Section -5 'Special Conditions of Contract' of this document.

Whenever there is a conflict, the provisions in SCC or the other Sections of this document shall prevail over those in the 'General Conditions of Supply and Erection of AEGCL'.

Section - 6

Special Conditions of Contract

This Section 'SCC' is supplementary to Section -5 'General Conditions of Supply and Erection of AEGCL'.
Whenever there is a conflict, the provisions in this Section shall prevail over those in the 'General Conditions of Supply and Erection of AEGCL'.

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Section - 6
Special Conditions of Contract

6.0.0 DEFINITION OF TERMS

"Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

"Contract Documents" means the documents listed in Article 1.1 (Contract Document) of the Contract Agreement (including any amendments thereto).

"Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

"Day" means calendar day

"Year" means 365 days.

"Month" means calendar month.

"Party" means the "Purchaser" or the "Supplier", as the context requires.

"Purchaser" means the Assam Electricity Grid Corporation Limited (in short AEGCL) and its assignees.

The "Supplier" shall mean the bidder whose tender/ bid has been accepted by the "Purchaser" and shall include the bidder's legal representatives, successors and assignees.

"Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

"Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

"Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

"Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

The "Specification" shall mean the "Purchaser's Requirements".

"Supplier" means the natural person, a company/firm, or a combination of these, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

6.1.0 CONTRACT DOCUMENTS

6.1.1. Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

6.2.0 LEGAL JURISDITCTION

6.2.1. For any litigation arising out of the contract which cannot be resolve through mutual agreement or through Arbitration the honorable Guwahati High Court will have sole jurisdiction of all settlement.

6.3.0 LANGUAGE

6.3.1. The ruling language of the Contract shall be English.

6.4.0 SCOPE OF SUPPLY

6.4.1. The Goods and Related Services to be supplied shall be as specified in Schedule No. 1 and Schedule No. 2 of Section -2, Bidding Forms.

6.4.2. Unless otherwise stipulated in expressly limited in the **Employer's Requirements**, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

6.5.0 DELIVERY SCHEDULE

6.5.1. For the purpose of determining the completion time of the Contract, the date of issue of work order, shall be taken as Commencement Date of the contract.

6.5.2. The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and **Completion Schedule specified in the Article 3** of the Contract Agreement (Contract Forms) or within such extended time to which the Supplier shall be entitled under **SCC Clause 6.15.0** hereof.

6.6.0 CONTRACT PRICE

6.6.1. The Contract Price shall be as specified in **Article 2 (Contract Price)** of the Contract Agreement.

6.6.2. Unless an escalation clause is provided for in the **Article 2 (Contract Price)**, the Contract Price shall be a firm shall not subject to any alteration, except in the event of a Change in the Works or as otherwise provided in the Contract.

6.7.0 TERMS OF PAYMENT

6.7.1. The Contract Price shall be paid as specified in subsequent sub-clauses, if not provided in Contract Forms, Section-7.

6.7.2. Payment against Goods and F&I (Price Schedule 1& 2) shall be made as follows: -

A. <u>Progressive Payments for supply items within the country:</u>

1. Within 60 (sixty) days from the date of submission of the invoice against supply, not more than 60% (sixty percent) payment of the total supply invoice value would be made, on receipt and acceptance of materials in full and good conditions. However, GST amount on invoice would be paid 100% or as per Govt. Rules.

2. Maximum 10 (ten) Nos. of progressive supply invoice would be entertained.

3. Remaining 40% (forty percent) retention amount would be released subject to fulfilment of the following conditions –
   (a) 50% of balance supply amount would be paid on completion of 50% of the total erection works of the project.
   (b) Remaining 50% of the supply amount would be paid on completion of 100% erection, testing and commissioning activities of the project, which should be certified by the Project Manager.

6.7.3 Payment against Installation and other services (Price Schedule3) shall be made as follows:

B. Progressive Payments for erection works:

1. Within 60 (sixty) days from the date of submission of invoice against foundation, erection & civil works, not more than 80% (eighty percent) of the total verified invoice would be made. However, GST amount on invoice would be paid 100% or as per Govt. Rules.
2. Maximum 8 (eight) Nos. of progressive erection invoice/ bill would be entertained during entire erection work.
3. The 1st progressive erection invoice/ bill would be entertained on completion of 30% of total erection cost of the project.
4. Maximum 6 (six) Nos. of additional progressive erection invoice/ bill would be entertained. Minimum value of each invoice should be 10% of the total ordered value for foundation, erection and civil work.
5. Remaining 20% of the erection value would be paid on successful completion of 100% erection, testing and commissioning activities of the project, which should be certified by the Project Manager.

6.7.4 **Documents to be submitted with the invoice (For Turnkey Contract)**

Payment of invoice would be entertained subject to submission of the following documents with the invoice –

i. Administrative Approval of the Work (wherever applicable).
ii. Financial Clearance for the work (wherever applicable).
iii. TPC/ZPC resolution/Board Approval (where necessary)
iv. Copy of Work order.
v. Copy of Bank Guarantee (if BG has to be submitted as per agreement)
vi. Measurement Books* & Joint Measurement Sheet (in case of erection work and civil work)
vii. Copy of Challans in original (Duly verified and signed by both parties)
viii. Invoices in details (Three Copies under GST)
ix. Good Receipts Sheets (In case of Capital and O&M Works/goods)
x. Materials Received Vouchers (MRV) & Materials Handing over Vouchers (MHOV) (in case of supply invoices, wherever necessary, with specific date)
xi. Statement of bill of Contractor/ Suppliers for payment.
xii. Work-in-progress certificate in case of Running bill.
xiii. Completion Certificate in case of Final Bill.
xiv. Handing over and taking over certificate and successful testing/operational acceptance certificate from the project authority for final bill.
xv. Journal Entries (whether it has been made or not).
xvi. Lorry Receipt (in case of F&I bill)/ E-way bill.
xvii. Certificate of insurance as per contract (Where necessary).
xviii. Original copy of Challans for reimbursement of any taxes/Duties.
xix. Verified copies of photographs, duly signed by contractor and concerned AGM and countersigned by DGM.
xx. Dispatch Clearance/Instruction / Equipment Inspection Report to be attached alongwith supply invoices.

xxi. Physical Verification of site by AEGCL official not below the rank of AGM of concerned Division.

6.7.5 ADVANCE PAYMENT

No advance payment is applicable for this contract.

6.8.0 PERFORMANCE SECURITY DEPOSIT

6.8.1. The Supplier shall have to deposit to the extent of 10% (ten percent) of the total value of the order as performance security (Bank Guarantee), within Fifteen (15) days of receipt of notification of award, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 60 days beyond the warranty period.

6.8.2. If required, the supplier on his own has to renew the BG at least 1(one) month before the date of expiry of the BG; failing which the BG shall be revoked by AEGCL within the claim period without any prior intimation to the contractor

6.8.3. If the Supplier fails or neglects to observe, perform any of his obligations under the contract, it will be lawful for the "Purchaser" to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier.

6.8.4. No interest shall be payable on such deposits.

6.9.0 WARRANTY

6.9.1. The Supplier/Manufacturer warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract

6.9.2. The Supplier/Manufacturer further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination

6.9.3. The warranty shall remain valid for a period of **sixty (60) months** from the date of supply (the Goods having been delivered to and accepted at the final destination indicated in the Employer's Requirement) or **54 (fifty-four) months** from the date of commissioning of the project, whichever is later.

6.9.4. If during the Period Warranty any defect should be found, the Purchaser shall give Notice to the Supplier/Manufacture stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier/Manufacturer to inspect such defects.

6.9.5. If having been notified, the Supplier/Manufacturer fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Supplier/Manufacturer, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

6.10.0 COPY RIGHT ETC

6.10.1 The Supplier 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 Supplier 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.

6.11.0 QUANTITY VARIATION

6.11.1. "Purchaser" shall have the right to increase/decrease the ordered quantity by 20% within 50 days of the period of completion and the same shall be carried out at the same rates /prices and terms and conditions stipulated in the order except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

6.12.0 INSPECTION AND TESTING

6.12.1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections 3, Employer's Requirements.

6.12.2. The inspections and tests may generally be conducted on the premises of the Supplier/Manufacture, at point of delivery. Subject to Sub-Clause **6.12.3**, The Supplier shall furnish all reasonable facilities and assistance, including access to drawings and production data to the inspectors at no charge to the Purchaser.

6.12.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in SCC Sub-Clause**6.12.2**, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

6.12.4. Whenever the Supplier is ready to carry out any such test and/or inspection, the Supplier shall give a reasonable advance notice (not less than 30 days) of such test and/or inspection and of the place and time thereof to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

6.12.5. The Supplier/manufacture shall provide the Purchaser with a certified report of the results of any such test and/or inspection.

6.12.6. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to SCC Sub-Clause **6.12.4**

6.12.7. If it is agreed between the Purchaser and the Supplier that the Purchaser shall not attend the test and/or inspection, then the Supplier may proceed with the test and/or inspection, and should provide the Purchaser with a certified report of the results thereof.

6.12.8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to SCC Sub-Clause **6.12.5** & **6.12.7**, shall release the Supplier from any warranties or other obligations under the Contract.

6.13.0 INSURANCE

6.13.1. The "Supplier" 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.

6.13.2. The "Supplier" 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.

6.13.3. 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.

6.13.4. 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 Supplier.

6.13.5. 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 "Supplier" with the Purchaser or take any other appropriate action.

6.14.0 FORCE MAJEURE

6.14.1. "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

(a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts

(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority

(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster

(f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

6.14.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

6.14.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 6.15.0**.

6.15.0 EXTENSION OF TIME FOR COMPLETION

6.15.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

(a) any Change in the scope of works by the Purchaser; which justifies extension of completion time as provided in **SCC Clause** 6.11.0; and

(b) any occurrence of Force Majeure as provided in **SCC Clause** 6.14.0.

6.15.2. Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Purchaser's Representative a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to a Dispute Board, pursuant to **SCC Sub-Clause 6.18.0**.

6.16.0 LIQUIDATED DAMAGE

6.16.1. The Supplier guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 6.5.2**, or within such extended time to which the Supplier shall be entitled under **SCC Clause 6.15.0** hereof.

6.16.2. If the Supplier fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 6.15.0**, the Supplier shall pay to the Purchaser liquidated damages at the rate of **1 % (One percent)** of the total Contract Price per week or part thereof delay. The aggregate amount of such liquidated damages shall in no event exceed **10% (ten percent)** of the total contract price.

However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the Works or from any other obligations and liabilities of the Supplier under the Contract.

6.16.3. Once the aggregated "Liquidated damage" reaches10% of the total contract price, the Purchaser may consider following actions:

(a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the supplier and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the Supplier; or

(b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Supplier and forfeit the security deposit.

(c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 6.17.0**.

6.17.0 CONTRACTUAL FAILURE

6.17.1. In the event of contractual failure of any respect on the part of the Supplier, the Purchaser shall be entitled to operate security deposit or any deposit or any payment due to supplier irrespective of whether his default relates to the particular orders or not towards the Purchaser's claim for damages arising out of the failure. In addition, the Purchaser may black-list or bans the "Supplier" or pending enquiry, suspend him or take any other steps considered suitable.

6.18.0 ARBITRATION

6.18.1. If at any time, any question, disputes or differences whatsoever shall rise between the Purchaser and the Supplier, upon or in relation to or in connection with the contract, either party may forthwith give notice to the other in writing of the existence of such question of dispute or difference and the same shall be referred to the adjudication of three Arbitrators, one to be nominated by the Purchaser the other by the Supplier and the third by the President of the Institution of Engineers, India/ Retired or Sitting Judge not below the status of a retired Judge of High Court of India. If either of the parties fail to appoint its arbitrators within 60(sixty) days after receipt of notice of the appointment of arbitrators then the President of the Institution of Engineers /retired or sitting Judge of India, as the case may be, shall have the power at request of either of the parties, to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties

6.18.2. The arbitration shall be conducted as per provisions of the Indian Arbitration Act, shall be held at Guwahati or any other place as may be decided by the Purchaser. The decision of the majority of Arbitrators shall be final & binding upon the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator. However, any dispute arising out of this contract will first be discussed and settled bilaterally between Purchaser and the Supplier.

Section - 7

Contract Forms

(This Section contains the Letter of Acceptance, the Contract Agreement and Appendices to the Contract Agreement which, once completed, will form the Contract along with the Section 4 and Section 5. The Bidder should note that this Section shall be completed fully at the time of Contract signing)

Contract Forms

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Notification of Award

[AEGCL's letter head]

Letter of Acceptance

Supply of Goods and Related Services

[date]

To: [Name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Contract Data] for the Contract Price in the aggregate of [amounts in numbers and words] [name of currency] (as per Price Schedule), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the 'Supply and Delivery Contract' covering inter-alia Ex-works supply and Delivery of all Goods including Related Services.

You are requested to furnish the Performance Security within fifteen (15) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 7 (Contract Forms) of the Bidding Document

[Authorized Signature]

[Name and Title of Signatory]

Assam Electricity Grid Corporation Limited

Attachment: Contract Agreement

1. Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____,

BETWEEN

Assam Electricity Grid Corporation Limited (herein after referred to as AEGCL), a corporation incorporated under the laws of Company Act, 1956 and having its registered office at First Floor, BijuliBhawan, Paltanbazar, Guwahati-781001, Assam and [**name of Supplier**], a firm/company incorporated under the laws of Company Act, 1956 and having its principal place of business at [**address of Supplier**] (hereinafter called "the Supplier"). **[in case of JV insert name and address of the Lead Partner as well as other Partners]**

WHEREAS AEGCL desires to engage the Supplier to the 'Supply and Related Service Contract'covering [……..], as detailed in the Contract Document, and the Supplier has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1	1.1	**Contract Documents** (Reference SCC Clause 6.1.0)
Contract Documents		The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract: (a) This Contract Agreement and the Appendices hereto (b) Notification of Award

(c) Letter of Price Bid and Price Schedules submitted by the Supplier
(d) Letter of Technical Bid and Technical Proposal submitted by the Supplier
(e) Special Conditions of Contract
(f) General Conditions of Supply and Erection
(g) Specification (Employer's Requirements)
(h) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
(i) Guaranteed and other Technical Particulars (as submitted with the Bid)
(j) Any other documents (if necessary) shall be added here

1.2 **Order of Precedence** (Reference SCC Clause 6.1.0)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 **Definitions** (Reference SCC Clause 103450216.0.0)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the SCC.

Article 2

Contract Price and Terms of Payment

2.1 **Contract Price** (Reference SCC Clause 6.6.0)
The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall [. . . **amounts inrupees in words** . . .], [. . . **amounts in figures**. . .] as specified in Price Schedule No. 4 (Grand Summary).

The Contract Price is FIXED for entire period of the Contract.

2.2 **Terms of Payment** (Reference SCC Clause 6.7.0)
The terms and procedures of payment according to which the Purchaser will pay the Supplier are given in the Appendix (Terms and Procedures of Payment) hereto.

Article 3

Commencement Date and Completion Time

3.1 **Commencement Date** (Reference SCC Clause 6.5.1)

The Commencement Date upon which the period until the Time for Completion of the total scope under the Contract shall be counted from the date of issue of work order.

3.2 **Completion Time** (Reference SCC Clause 6.5.2)

The whole scope under this Contract shall be completed within **Eighteen (18) months** from Contract Commencement Date with following schedule:

Article 4. Appendices

5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Purchaser

[**Signature**]

[**Title**]

in the presence of

[**Signature**]

[**Title**]

Signed by, for and on behalf of the Supplier

[**Signature**]

[**Title**]

in the presence of

[**Signature**]

[**Title**]

APPENDICES

Appendix 1 - Terms and Procedures of Payment

Appendix 2 - Time Schedule

Appendix 3 - Performance Security.

Appendix 4– Price Schedules.

Appendix 5– Guaranteed and Other Technical Particulars.

Appendix 6– Special Terms and Conditions

Appendix 1 – Terms and Procedure of Payment

In accordance with the provisions of SCC Clause 6.7.0 (Terms of Payment), the Purchaser shall pay the Supplier in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules.

Appendix 2 - Time Schedule

(Bidders shall furnish with bids a construction schedule in form of bar chart. The time schedule should match with the completion time mentioned elsewhere in the Bidding Document)

Appendix 3 - Form of Performance Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

To: _____ [name of Purchaser]

_____ [address of Purchaser]

WHEREAS_____ [name and address of Supplier/Manufacturer] has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Supplier/Manufacturer and brief description of Scope] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier/Manufacturer shall furnish you with a Bank Guarantee by a recognized/scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier/Manufacturer such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier/Manufacturer, up to a total of _____ [amount of Guarantee][1] _____ [in words], such sum being payable inthe currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum orsums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier/Manufacturer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the scope to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until the date, 30 days beyond the Warranty Period as per the Contract.

Signature and Seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

1

An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

Appendix 4 – Price Schedule

Appendix 5 – Guaranteed and other Technical Particulars

Appendix 6 – Special Terms and Conditions