# **BIDDING DOCUMENT**

FOR

TRANSMISSION LINE VISUAL AND THERMAL INSPECTION, ASSET DIGITIZATION, ASSET HEALTH MONITORING, DEFECT ANALYSIS AND ENCROACHMENT ANALYSIS USING AERIAL/ AIRBORNE TECHNOLOGY WITH AI POWERED CLOUD BASED PLATFORM.

Purchaser: Assam Electricity Grid Corporation Ltd.

Project & Contract title: Transmission Line Visual and Thermal Inspection, Asset Digitization, Asset Health Monitoring, Defect Analysis and Encroachment Analysis Using Aerial/ Airborne Technology with Ai Powered Cloud Based Platform.

Country: India

Scheme Name: Additional Special Assistance to State for Capital Investment for FY-23-24 Or from OWN Source.

RFB No: AEGCL/MD/CGM/CAR/DRONE/2023/09

Issued on: 04/01/2023



Tender Fee/Bid Cost: Rs. 5000

# **SECTION 1**

# 1.1.0 INTRODUCTION:

Assam Electricity Grid Corporation Limited, a vibrant growth oriented Public Sector Company registered under 'Company Act, 1956'. It was formed out of restructured Assam State Electricity Board in 2003 and was notified as the State Transmission Utility (STU). Its core business is to efficiently transport electrical power from electrical power bulk heads to the distribution company networks in the state of Assam. Assam Electricity Grid Corporation Limited inherited 3862 circuit kms of EHV lines above 66 kV voltage class and 38 numbers of EHV sub-stations having a total transformation capacity of 1636.50 MVA at its birth in 2003.

After 2003 with the inclusion of new sub stations and transmission lines its transmission capacity is increased upto 7583 MVA, line length 5784 Ckt kilometer and 78 nos. of EHV Grid Substations.

Assam Electricity Grid Corporation Limited is playing a strategic role as it is the largest 'STU' in the NE region. It also understands its responsibility towards the entire North East India and is always extending a helping hand by way of transporting a fair share of power to the other sister states of the region.

Assam Electricity Grid Corporation Limited has consistently maintained the transmission system availability over 99% which is at par with other National Transmission Utilities.

Assam Electricity Grid Corporation Limited vows to ever strive till all transmission bottlenecks get eradicated. It pledges to deliver unrelenting brilliance in performance, deliver power efficiently but economically, show high safety standards, and is committed to respecting environmental and heritage issues.

The Chief General Manager (O&M), CAR on behalf of Assam Electricity Grid Corporation Ltd (AEGCL), hereinafter referred to as AEGCL or Purchaser invites single stage two envelope e-bids for the following work from eligible firms/companies/ contractors.

### Name of work:

Transmission Line Visual and Thermal Inspection, Asset Digitization, Asset Health Monitoring, Defect Analysis and Encroachment Analysis Using Aerial/ Airborne Technology with AI Powered Cloud Based Platform.

# INTENT OF THE TENDER ENQUIRY:

The intent of the Tender Enquiry is to invite proposals from the prospective and relevantly experienced and financially sound contractor(s) /firms to carry out the works as specified in this bidding document.

# 1.2.0 SCOPE OF WORK:

### 3.1.0 Scope of Works

3.1.1. The scope of supply of plant and services in details are covered as under

- 1. Aerial patrolling of EHV (132KV AC, 220 kV AC, 400 kV AC) transmission lines through Thermal, visual And LIDAR sensors.
- 2. The transmission lines, on which Aerial patrolling is to be carried out, are situated in following regions:

As per Section-3

- 3. The scope of work includes but not limited to following:
- a. Facilities such as vehicle for movement of personnel and Ground survey/ Recce/ Local assistance, if required, shall be carried out by the successful bidder.
- b. Acquired data shall be the property of the Employer and bidder shall not use it for any purpose.
- c. Submission of Raw data to employer after completion of the data capturing and report submission.
- d. The rate of carrying out patrolling is inclusive of all cost (inclusive of TA /DA etc). No claim other than the quoted in BOQ will be entertained by AEGCL.

### 4. Tower Inspection Drones:

- e. Providing suitable Aerial vehicle having Thermal Visual sensors, capable of completing Transmission line patrolling.
- f. Tower inspection Defect reports of the flights completed shall be submitted to AEGCL using Artificial Intelligence based software along with all the data.
- g. Minimum number of photographs captured will be as specified below
  - I. 1 photograph covering complete tower and nearby terrain.
  - II. Photographs shall be marked with identification such as Top, Middle, Bottom phase w.r.t. the tower along with the Ckt identification.
- 5. For capturing any defect in upper portion of towers, following numbers of close photographs are to be taken
- a. No of photos of Tower and Its parts:

CL Ma	Main	Sub- components to be	No. of	S/C		D/C		M/C	
SI. No	component	checked	photographs to be taken	Sus	Ten	Sus	Ten	Sus	Ten
1	Insulators	CC ring, grading ring, insulator surface, arcing horns, hardware cotter pins etc.	1 of each string and hardware fittings	3	6	6	12	12	24
2	Earth peaks	Copper bond, nut bolts/ members, vibration	1 of each peak*	2	2	2	2	2	2
3	Cross arms	Bird guard, nut bolts/ members, foreign material etc.	1 of each cross arm*	3	3	6	6	12	12
4	Jumper	Jumper pads, jumper bolts, rigid spacers, jumper drop etc.	1 of each jumper pads and 1 of each jumper*	0	6	0	12	0	24

5	noav anove	Nut bolts/ members, foreign material etc.	1 no. per face*	4	4	4	4	4	4
6	Tower leg	Foundation, coping, counterpoise earthing,joint plates, bolts and nuts etc.	1 of each leg	4	4	4	4	4	4
7		Nut bolts/ members, foreign material etc.	1 no. per face	4	4	4	4	4	4
	Total Photos			20	29	26	44	38	74

# **b.** No of forward span photos:

SI.	Main	Sub- components	No. of		/C	D/	íC	M/	C
	component		photographs to be taken	Sus	Ten	Sus	Ten	Sus	Ten
1	Forward span	damaged	1 photo in every 50 meters especially near spacer per phase		18	36	36	72	72

# 6. For Tower Inspection works following defects shall be identified:

- a. Missing/ damaged/ bent/ hanging tower members, missing tower bolts and bird guards
- b. Damage to foundation, revetment, etc.
- c. Broken insulators/ Pollution on Insulators/ Flashover marks on insulators
- d. Conductor/ Earthwire damage
- e. Damage/ displacement/ missing/ wrongly oriented Hardwares like Vibration dampers, Grading Ring, Corona Rings, Spacer-Dampers, Spacers, missing copper bonds etc.
- f. Any other visual defect/ observation like bird nests, foreign material, construction in right of way etc.
- g. All Hotspots in Jumpers (bolts), Mid span Joints and Dead-end Joints shall be scanned using Thermal Sensor. Report shall be submitted with Temperatures. The Thermovision camera shall be of minimum of 640 x 480 pixels with accuracy of ±2 ° C or 2 % of Reading and having measurement range of Temperature:0-450 ° C.
- h. Missing/ loose jumper bolts

# 7. Vegetation inspection/ Clearance Inspection Drones

- (i) Aerial vehicle whichever is applicable will be deployed for vegetation management/ clearance measurement shall be equipped with LIDAR sensors.
- (ii) Vegetation inspection/ Clearance inspection reports shall be submitted to AEGCL.
- (iii) Measurement of distances between different phases (vertical and horizontal), between earthwire and top conductor(s), between bottom conductors and ground profile/ vegetation/ structure/ building/ other object in ROW, Jumper drops, between conductors and side objects (tree/ hills etc.). measurement of clearance at crossings (power line/ road/ river/ railway line/ telephone line/ bridge etc.)
- (iv) For Vegetation inspection/ Clearance Inspection required information for clearance measurement shall be captured on continuous basis to identify the defects.

# 8. Specification:

- a. The Drone/ UAS shall be capable to work in Electro Magnetic field.
- b. All photographs/videos captured through drones should be timestamped & geotagged and flightpath file of the same (in gpx format) shall be submitted to AEGCL.
- c. Minimum Specification for sensor/UAV used for powerline inspection
  - i. Digital Camera:
    - 1. Megapixel: 20MP or better
    - 2. Frame Rate: 30 frames/ Second
    - 3. Image Quality: Full HD(1920x1080) or better
  - ii. Thermal Sensor:
    - 1. Detector Technology: 7.5 to 13 micro meter unclooled micro bolometer
    - 2. Resolution: 640X480 pixels
    - 3. Focus: Manual/Auto
    - 4. Temperature range: 0- 450° degree Centigrade
    - 5. Accuracy: 1% or 1°C for range upto +150°C, 2% or 2°C for range above +150°C
  - iii. Drone:
    - 1. Hovering feature: Yes
    - 2. Electromagnetic compliant: Yes
- d. Minimum specs for vegetation inspection/ clearance inspection drone
  - i. Lidar:
    - 1. LAS file version: 1.2 or higher
    - 2. Accuracy : Maximum 250 mm
    - Point density: 200,000 pts/s Single Return, Multiple return upto 4,00,000 pts/s or better
  - ii. Drone:
    - 1. Hovering feature: Yes
    - 2. Electromagnetic compliant: Yes
- e. Tower Visual inspection defect report shall contain:

- i. Date and time of patrolling
- ii. Name of the line
- iii. Tower No./Span
- iv. Longitude and Latitude of the tower location
- v. Defect noticed along with visual image
- f. Tower thermal inspection defect report shall contain:
  - i. Date and time of patrolling
  - ii. Ambient temperature
  - iii. Name of the line
  - iv. Tower No./Span
  - v. Longitude and Latitude of the tower location
  - vi. Defect noticed along with thermal image
- g. Vegetation inspection defect report shall contain:
  - i. Date and time of patrolling
  - ii. Name of the line
  - iii. Tower No./Span
  - iv. Longitude and Latitude of the tower location
  - v. Violation in clearances

# 9. Guaranteed Particulars.

- a. The platform should have the following features to cater to this use case:
- The platform will provide the screen to log the QC completion value based on the task.
- It can annotate the multi-outputs to validate the progress of the task.
- Platform will also generate reports ((.pdf/ .xlsx) based on the issue and marks.
- The facility of Uploading & Downloading GIS outputs.
- Provide visualization of video along with Map, which provides POI as a marker on the map.
- Enable the users to have a repository of the data and perform various functions such as annotation marking, zooming in, zooming out, applying filters, comments etc. Users can generate customized reports in the required format.
- The Cloud-based platform should have actionable aerial intelligence to reduce time and costs, improve safety and make faster decisions in the O&M functions that transform traditional operations and maintenance (O&M) functions by delivering real-time data-driven insights to decision-makers.
  - b. Checklist

Remote Pilot in Command should utilize the checklist to ensure the highest level of safety. At a minimum, this pre-flight checklist should contain the following:

- Availability of required documentation.
- Weather conditions suitable.

- Check the airframe for cracks and check all screws are tight.
- Propeller(s)/Rotor(s) not damaged and tightly fixed.
- Propulsion system mounting(s) secure.
- Batteries are fully charged and securely mounted.
- Communications (datalink) check.
- Ensure the GPS module (if any) has GPS "fix."
- Check the mission flight plan.
- "Return Home" and/or "Emergency Landing" locations (if supported by the particular UAS) are selected, located appropriately, and loaded to the GCS and aircraft.
- Ensure sensors are calibrated and that the right setting is loaded.
- Complete flight crew briefing.
- Ensure the launch site is free of obstacles.
- Recheck wind direction before launch.
- Confirm the phone number of the nearest Air Traffic Control facility in event of an emergency.

### c. Documentation

Once the RPIC confirms the location is safe to fly and becomes familiarized with the surroundings, it is recommended that he/she document all the details in a Pre Flight-Report. The Pre Flight-Report can often be filled out prior to arrival at the site as a part of mission planning and then signed off by the RPIC once on site and the RPIC has confirmed that the operation can be conducted safely at the site.

Furthermore, it is recommended that such a report be completed for each mission regardless of whether it is completed prior to or after the flight as the report serves as an essential piece of documentation associated with the UAS operation.

An example of what the report should contain is:

- Altitudes to be flown
- Mission Overview
- Frequencies to be used
- Planned flight time, including reserve fuel requirements
- Contingency procedures
- Pilot Name
- Observer(s) name(s)
- Date & Time

# 1.10.0 TIME SCHEDULE:

The successful bidder shall have to complete the works within **45(Forty Five) days** from the date of contract commencement.

# 1.4.0 ELIGIBILITY CRITERIA:

# 1. Combined Evaluation

The Purchaser will evaluate and compare the Tenders that have been determined to be substantially responsive, If indicated by the TDS, the Purchaser's evaluation of responsive Tenders will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Tender Score will be calculated for each responsive Tender using the following formula, which permits a comprehensive assessment of the Tender price and the technical merits of each Tender:

# 2. Qualifying Requirements and Document Checklist

The Eligibility Criteria described below shall determine the Bidder's Qualification:

- a. Proposals may be submitted by qualified individual consulting firms provided they can be classified as one of the following:
  - i. A single firm that on its own meets all the qualification requirements as mentioned in the Section- "Technical Requirements" and "Financial Requirements" below.
  - AEGCL may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the contract within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) Contractors' details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii)customer feedback; (viii) banker's feedback etc. Utility/Owner reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.
- b. Technical Requirements

Proposals shall be submitted by an individual firm who shall meet the following technical requirements:

- i. The bidder shall be a single Indian legal entity in the form of sole proprietorship; or partnership firm set up under Indian Partnership Act, 1932; or HUF; or Pvt. Ltd/ Public Ltd. Company registered under the Indian Companies Act, 1956/2013; or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008; or Govt. Company or Corporations; or Public Sector Undertakings duly incorporated under relevant laws/acts in India only and must have been in existence at least for a period of last 5(five) financial years as on the date of publishing of RFP. This must be supplemented by necessary supporting documents along with the proposal.
- ii. The intending bidder must have the experience of successful completion of at least 02(Two) no. of projects of similar nature to various CPSUs/ State Government/ Government undertakings/ Govt. Utilities/ Corporations during the last3 (three) years, as on the date of publication of the RFP. In which one project must be completed of at least 100 Kms of 132KV transmission lines or above voltage class. This must be supplemented by a copy of the work order and the corresponding completion certificate duly verified by a competent authority.
- iii.

"Similar Services mean rendering services related to aerial inspections/Patrolling of transmission and/or Sub-Transmission lines through high resolution imaging / thermal scanning methodologies using drone-based technology in CPSUs/ State Government/ Government undertakings/ Govt. Utilities/ Corporation." And

The intended bidder must have used and owned a cloud-based web application/ dashboard for monitoring data, inspection, reporting and data management tools for drone services for any transmission/ sub transmission in CPSUs/ State Government/ Government undertakings/ Govt. Utilities/ Corporation. This must be supplemented by a copy of the work order and the corresponding completion certificate. An affidavit to this effect must be submitted and a demonstration of the application to be presented upon request.

c. Financial Requirements

Proposals shall be submitted by an individual firm who shall meet the following financial requirements:

- i. The Bidder must have a Minimum Average Annual Turnover of **Rs. 500 Lakh (Five Hundred Lakh)** during the last three (3) financial years (2020-21, 2021-22 and 2022-
  - 23). This must be certified by a registered Chartered Accountant with copies of

audited balance sheets and Profit & Loss Statements for the said years along with the subsequent income tax return statements.

ii. Net Worth of all the bidders for any of the last three (3) financial years (2019-20, 2020-21, 2021-22 and 2022-23) shall be positive. This must be certified by a registered Chartered Accountant with copies of audited balance sheets and Profit & Loss Statements for the said years along with the subsequent income tax return statements. The bidder should not have incurred any financial loss (profit after tax should be positive) in the last 5 years ending 2022- 23. Certificate shall be duly audited and Attested by the Chartered Accountant along with UDIN Number.

Net worth means the sum of total of paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and in tangible assets.

### 3. Evaluation of Technical Proposal

The eligibility criteria and the scoring mechanism for evaluation of technical proposal is as follows: -

Techn	Technical Evaluation Criteria					
Sr. No.	Criteria & sub-c	riteria	Maximu m Marks			
1	Bidder's Credentials	···· · · · · · · · · · · · · · · · · ·				
2	Project Experience- Thermal & Visual Inspection of Power Line	<ul> <li>d. EPFO registration certificate</li> <li>Relevant experience of project should be at least two number of projects in inspection by drone of transmission, sub transmission system in which- At least one project must be completed for inspection/patrolling of 100 Kms with 132 KV transmission lines or above voltage class.</li> <li>and</li> <li>At least one project must be completed of Sub transmission line with cloud-based platform for detection of anomalies using AI/ML technology with computer vision.</li> <li>Note: relevant experience must be of State or Central Govt /Govt. Corporations/PSUs for which completion certificate must be submitted.</li> </ul>	10			
3.	Similar nature of work experience	Relevant experience of project in Thermal & Visual inspection of T&D powerline with Government Sector (State or Central) /PSU/Private Organization No. of projects <15 (0.5 mark to each Project) No. of projects>= 15 (15 marks)	15			

4	Project Value	A- Based on the cumulative value of three projects where drone services work has been done equal to 80% of the estimated cost of the project. B- Based on the cumulative value of two projects where drone services work has been done equal to 60% of the estimated cost of the project	5
		OR C- Based on the cumulative value of one project where drone services work has been done equal to 40% of the estimated cost of the project Note: Work order with GST Challan or completion certificate with GST challan should be submitted.	
6	Certificates	<ul> <li>i) ISO 9001:2015 (Quality Management System) (1 mark)</li> <li>ii) ISO 27001-2018 (Information Security System) (1 mark)</li> <li>iii) Capability maturity model integration compliant certificate (1 mark)</li> <li>iv) Electrical contractor license on the name of bidder. (7 marks)</li> </ul>	10
7	Project Experience in Northeast	Bidder should have completed at least three projects for inspection of T&D power line in any state of Northeast with State or Central Govt /Govt. Corporations/PSUs for which completion certificate must be submitted.	10
	Average	CA certified Average Annual turnover for last 3 financial years & Positive Net worth (FY 2020-21,2021-22,22-2021) AAT>= INR 60.0 Lakh and < INR 4 cr. (1 marks)	
8	Annual Turnover (AAT)	AAT>= INR 4 cr. and < INR 12 cr. (2 marks) AAT>= INR 12 cr. (5 marks) Note: The bidder should not have incurred any financial loss (profit after tax should be positive) in last 5 years ending 2022-23. Certificate shall be duly audited and Attested by the Chartered Accountant along with UDIN Number.	5
9	Bidder's assets: Equipment Ownership	<ol> <li>The bidder should have a minimum of 5 DGCA certified pilot licenses.</li> <li>The bidder should have 5 valid DGCA approved UINs.</li> <li>The bidder must own two Lidar for which ownership documents like invoice and GST payment document must be submitted.</li> <li>Minimum 1 Drone with dual camera having with proper DGCA approved UIN/DAN and ownership document.         <ul> <li>a. Visual camera should be 48 MP, minimum 4x optical and minimum 32x digital zoom</li> <li>b. The thermal camera must have resolution should be 640 x 512.</li> <li>c. Thermal Camera digital zoom should be minimum 16x.</li> </ul> </li> <li>Note: Copy of the certificate along with the accepted employment letter needs to be provided along with the last 3-month salary slip of</li> </ol>	5
		the individuals to show as proof of employment.	

			1
10	Manpower Capability Criteria	The Bidder should have minimum 100 nos. of skilled workforce on its Payroll with expertise in operation of aerial services as on the date of publication of the RFP. The record for the same shall be substantiated by submission of an Affidavit along with PF/ESI certificate.	5
11	Completeness of the proposed methodology	Adequacy, quality, completeness of the proposed methodology, and work plan in response to the Terms of Reference - The owner will assess whether the proposed methodology is clear, responds to the ToRs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix as required for the job.	20
12	Cloud based Application	<ul> <li>Cloud based web application for Inspection &amp; Reporting, Application should have following features <ol> <li>Thermal &amp; Visual Image upload</li> <li>Anomaly Annotation &amp; Temperature tagging</li> <li>Cloud based XLS &amp; PDF reporting</li> <li>2D &amp; 3D Model Visualization</li> <li>3D Measurement &amp; Tools Integration</li> <li>Video Analytic for encroachment analysis</li> <li>Al based anomaly detection</li> </ol> </li> <li>Technical Demonstration of required features in a single platform with source code and least 3 use cases pertaining to AI based anomaly detection must be demonstrated</li> </ul>	10
		Total Technical Evaluation Marks	100
		Minimum Qualifying Marks in Technical	70
13.		Total Price Bid Evaluation Marks. The cost evaluation will be based on the quoted rates by the bidders. The bidder quoting the lowest rate (L1) will be awarded the maximum score of 100. Other bidders will be scored based on the percentage difference from the L1 bidder's quoted rate. The score for each bidder (excluding the lowest bidder) will be calculated using the following formula: Score = $100 - \left(\frac{\text{Quoted Rate-Lowest Quoted Rate}}{\text{Lowest Quoted Rate}}\right)$	100

Evaluation Criteria and Weightage:

- 1. Technical Evaluation (70%): The technical proposal will be assessed based on various criteria contributing to a total of 100 marks. The maximum marks allocated to the technical evaluation are 70% of the overall scoring.
  - Sub-criteria 1: [Description and criteria] [X marks]
  - Sub-criteria 2: [Description and criteria] [Y marks]
  - ...
  - Sub-criteria n: [Description and criteria] [Z marks]

The total marks obtained in the technical evaluation will be multiplied by 0.7 to determine the weighted technical score.

- 2. Price Evaluation (30%): The price proposal will be evaluated based on the total quoted price. The maximum marks allocated to the price evaluation are 30% of the overall scoring.
  - The lowest quoted price will receive the maximum marks for the price evaluation.

The total marks obtained in the price evaluation will be multiplied by 0.3 to determine the weighted price score.

Calculation of Overall Score: The overall score for each bidder will be calculated as follows: Overall Score=(Weighted Technical Score×0.7)+(Weighted Price Score×0.3)

### Determination of L1 Bidder:

The bidder with the highest overall score will be considered as the L1 (Lowest Evaluated Bidder) and will be awarded the contract.

Note: Only bidders meeting the minimum qualifying marks in the technical evaluation will proceed to the price evaluation stage.

### 1.4.1. FINANCIALS:

- i. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. As supporting document, bidder should submit audited balance sheets or other financial statements acceptable to the Purchaser, for last 3 (three) financial years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. Apart from audited balance sheet, bidder shall submit duly filled and signed Form 'FIN-1' given in Section 2. Using the 'Form LIT 1' (Section 2, 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.
- ii. Bidder must have minimum Average Annual Turnover (AAT) of Rs 5,00,00,000/- (Rupees Five Crore Only). AAT shall be calculated by averaging total certified payments received for contracts in progress or completed, for the last 3 (three) years. The bidder shall furnish, along with its bid, audited balance sheets and duly filled up Form 'FIN-2' in support of this Clause.
- iii. Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means. Bidder must submit duly filled and signed **Form FIN-3** of section 2 in support of this clause.

# 1.5.0 SITE VISIT:

i. The Bidders are 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.

ii. The Bidders 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.

### 1.6.0 QUANTUM OF WORK:

The quantum of work is stated in the PRICE SCHEDULE at the end of section 2 – bidding forms.

### 1.7.0 QUERY ON THE BIDDING DOCUMENT:

Prospective bidder may submit queries, if felt necessary, requesting clarification of any bid clause . Such queries must be submitted through **email (cgmom.car@aegcl.co.in)** by the **Tender clarification end date and time** mentioned in the Bid Data Sheet as per the format mentioned in **Annexure-II**. Purchaser as per the following format shall clarify to the extent felt necessary or issue corrigendum for any amendment required in the bidding document. Such corrigendum/clarification shall be made available in the e tendering portal and official website of AEGCL, www.aegcl.co.in .

### 1.8.0 CLARIFICATION OF BIDS:

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. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in 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. If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

### 1.9.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids shall be received ONLINE only on or before the date and time indicated in the **Bid Data Sheet (BDS)**. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### 1.10.0 SUBMISSION OF BID:

The bidder shall submit the techno commercial & price bid through e-tendering portal **https://assamtenders.gov.in**. All documents as required by this bidding document shall be scanned and uploaded in the portal. Price schedule should be submitted in the format provided in the online portal. Bidder must go through the document checklist provided in this bidding document and submit all required document. Bidders are also requested to submit the information in the format provided in this bidding document where applicable.

In addition to the online bid submission, (i) Original copy of **EMD/Online EMD payment receipt**, (ii) Duly filled and signed **tender submission form** and (iii) **Authorization letter of bid signatory** must be submitted in a sealed envelope superscribed with the name of bidder, full address, IFB reference, name of work etc. at the office of the Managing Director, Assam Electricity Grid Corporation Ltd, Bijulee Bhawan, Paltan Bazar Guwahati-781001 one hour prior to bid submission end date and time. In case these documents are not received, the bid shall be summarily rejected.

### 1.11.0 BID VALIDITY:

The validity of bid shall be for **180 (One Hundred Eighty) days** from the date of bid submission end date.

### 1.12.0 OPENING OF TECHNO-COMMERCIAL BIDS

The Purchaser shall conduct the opening of Technical Bids through online process at the address, date and time specified in the BDS. Bidders at their discretion may attend the techno-commercial bid opening.

Price bid of those bidders shall only be opened whose techno-commercial bids are found to be responsive to the requirement of the bidding document.

### 1.13.0 TENDER FEE

Bidders must make online deposit of non-refundable tender processing fee of **Rs.5,000.00** (Rupees Five Thousand) only while online submission of tenders in https://assamtenders.gov.in.

### 1.14.0 EARNEST MONEY DEPOSIT (EMD):

EMD amount mentioned in BDS must be submitted online through e-tendering portal. Copy of the EMD payment receipt should be submitted along with Techno- Commercial bid. Alternatively, if allowed bidders may submit EMD BG from schedule banks in favor of Managing Director, AEGCL. The earnest money will be released to the unsuccessful bidders on finalization of the tenders. The EMD to the successful bidder will be released on submission of Security Deposit after execution of the contract agreement.

### 1.15.0 TENDER FEE AND EMD EXEMPTION:

The Earnest Money Deposit and Tender Fees will be exempted for bidders which comes under the Micro and Small (MSE) category having relevant NSIC/UDYAM registration subject to submission of adequate documentary evidence in support of their enlistment in the specific category. The NSIC/UDYAM registration copy must be submitted along with the technical bid for verification. In case, it is found that the NSIC/UDYAM certificate is invalid, the concerned bid will be rejected, and appropriate action may be initiated as per law.

### 1.16.0 PRICE BASIS:

Cost quoted by the bidder shall be inclusive of all scope of work as specified in this biding document including any related services that is implicit to carry out the work successfully. Price will be firm and no price variation will be allowed within the completion period given in the work order.

### 1.17.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS:

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.

### 1.18.0 PRELIMINARY EXAMINATION OF TECHNICAL BIDS:

The Purchaser shall examine the Techno-commercial Bid to confirm that all documents and technical documentation requested in this bidding document 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**. The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer **shall be rejected**.

- (a) Original copy of EMD BG or Online EMD payment receipt/
- (b) Duly filled and signed **tender submission form** and

### (c) Authorization letter of bid signatory

Bidder should submit hard copies of the documents mentioned above in (a), (b) and

(c) in a physical envelope prior to deadline for technical bid submission. Techno- commercial bids shall be summarily rejected if these three documents are not submitted in hard copy deadline for technical bid submission.

### 1.19.0 RESPONSIVENESS OF TECHNO-COMMERCIAL BID:

The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive Techno-commercial 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.

The Purchaser shall examine the Techno-commercial Proposal, to confirm that the requirement of the bidding document have been met without any material deviation or reservation.

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.

### 1.20.0 EVALUATION OF PRICE BIDS:

The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used. To evaluate a Price Bid, the Purchaser shall consider the following:

- a) The bid price excluding taxes as quoted in the Price Schedules;
- b) Price adjustment for correction of arithmetical errors.

### 1.21.0 AWARD CRITERIA:

Purchaser shall in general award the contract to the lowest substantially responsive bidder. However, the purchaser reserves the right to not award contract to the lowest substantially responsive bidder without thereby incurring any liability to Bidders.

# 1.22.0 PURCHASER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS:

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.

### 1.23.0 NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been partially or fully accepted quoting acceptance of the bid. The notification letter (hereinafter called the "Notification of Award") shall specify the sum that the Purchaser will pay the Contractor (hereinafter called "Contract Price") in consideration of the execution and completion of the services. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

# 1.24.0 PERFORMANCE SECURITY:

Within 7(seven) days of receipt of the Notification of Award from AEGCL, the successful bidder shall furnish to AEGCL a performance security in an amount of **10 (Ten) percent** of the Contract Price in accordance with the Conditions of Contract. The form of performance security provided in Section 3 of the bidding documents may be used or some other form acceptable to AEGCL. The performance guarantee BG shall be valid through 60 days beyond the guarantee period.

# 1.25.0 SIGNING OF CONTRACT AGREEMENT:

Within **7 (seven) days** of receipt of the Notification of Award, the successful Bidder shall be required to sign the Contract Agreement with AEGCL using for that purpose, the contract form provided with this bidding

document failing which AEGCL at its discretion may cancel the award.

# 1.26.0 Award of Contract:

This contract will be awarded to the party that emerges as the top performer in the Quality and Cost-Based Selection (QCBS) system, as evaluated by the AEGCL. The evaluation will consider both the quality of the proposal and the cost associated with the project.

Furthermore, the award of this contract is contingent upon the availability of funds.

The criteria for selection and the evaluation process will be clearly communicated to all bidders during the proposal submission phase. The decision of the awarding authority will be final and binding.

Bidders are advised to carefully review the QCBS guidelines and ensure that their proposals align with the specified criteria. Additionally, they should acknowledge the potential funding requirement and the need for approval from the Government of Assam.

By submitting a bid, the bidder implicitly accepts and agrees to abide by these conditions, acknowledging to meet the QCBS criteria may result in the disqualification of their proposal. In the event of a tie in the QCBS rankings, the bid with the most favorable cost proposal will be given preference.

# 1.27.0 Notification of Award:

The successful bidder will be notified in writing, and subsequent contractual arrangements will be initiated following the completion of the necessary administrative procedures.

**1.28.0** AEGCL reserves the right to cancel the tender at any time without assigning any reason thereof.

# Annexure to SECTION 1 BID DATA SHEET

Name of Work	Transmission Line Visual and Thermal Inspection, Asset Digitization, Asset Health Monitoring, Defect Analysis and Encroachment Analysis Using Aerial/ Airborne Technology with Ai Powered Cloud Based Platform.			
Location of Work	Across the State of Assam			
NIT No.	AEGCL/MD/CGM/CAR/DRONE/2023/10			
Bid Identification No.	AEGCL/MD/CGM/CAR/DRONE/2023/09			
Estimate (In Indian Rupees)	Not Applicable			
Tender Document Fee	Rs. 5000.00 (Five Thousand) Only			
Earnest Money Deposit(EMD)	Rs. 29,40,000.00 (Twenty Nine Lakhs Forty Thousand) Only			
	The Chief General manager (O&M), CAR, AEGCL Street Address: Bijulee Bhawan, Paltanbazar Floor/Room number: First Floor			
Purchase's Address for correspondence	City: <b>Guwahati</b> PIN Code: <b>781001</b> Country: <b>India</b> Telephone: +91 361 2739520			
	Facsimile number: +91 361 2739513 Electronic mail address: cgmom.car@aegcl.co.in			
Bid query	Bidders shall submit queries to the bid as per the format mentioned in Annexure-II within 17:00 hrs of 09/01/2024. Queries received after due that will not be entertained.			
Bid submission mode	E-tenders shall be accepted through online portal https://assamtenders.gov.in only			
Key dates	Tender start date: 18.00 Hrs 06/01/2024 Tender submission start date: 15.00 Hrs 11/01/2024 Tender clarification end date: 18.00 Hrs 10/01/2024 Tender submission end date and time: 12.00 Hrs 17/01/2024 Techno-commercial bid opening date: 12.00 Hrs 18/01/2024			
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: Time: 15:00 hrs			

# **SECTION 2 BIDDING FORMS**

# (This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid) <u>Form – 1 Document checklist</u>

SL. No.	Document to be submitted	Submitted(Yes/No)	Name of uploaded PDF
1.	Letter of technical bid (Form-2)		
2.	Notarised Power of attorney for		
	the person signing the tender		
3.	Tender Fee		
4.	Bank Guarantee for EMD (Form-3)		
5.	Bidders company/firm registration certificate/certificate of incorporation		
6.	GST registration		
7.	Filled up Form ELI-1		
8.	Filled up Form LIT		
9.	Filled up Form FIN-1		
10.	Filled up Form FIN-2		
11.	Filled up Form FIN-3		
12.	Audited Balance sheet for last		
	three years		
13.	Bank solvency certificate/other supporting document		
14.	Filled up Form EXP-1		
15.	Order/Contract copies establishing past experience		
16.	Completion certificate of work executed		
17.	Completion schedule bar chart		
18.	Documents relating to		
	Personnel Capability of the Bidder*		
19.	Documents relating to Equipment Capabilities of the bidder**		

Note: Bidders are requested to submit all required documents in e-tender portal and physical copies of i) Letter of technical bid, ii) EMD iii) Power of Attorney(notarized) for bid signatory to Tender inviting authority.

### (In bidder's letterhead)

# Form-2 Letter of technical bid

Date:

То

The Chief General Manager (O&M), CAR AEGCL, 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-01

**Bid Identification No:** 

Sir,

I/We the undersigned, declare that, we, [insert name of the bidder] having registered office at [insert address of the registered office] having experience in Execution of similar works, have read the bid document and do not have any reservation to any of the clause therein. We offer to execute the work of:

# "Transmission Line Visual and Thermal Inspection, Asset Digitization, Asset Health Monitoring, Defect Analysis and Encroachment Analysis Using Aerial/ Airborne Technology with Ai Powered Cloud Based Platform"

in conformity with the bid specification. Our Bid shall be valid for a period of **180 (One Hundred Eighty)** days from the date fixed for the bid submission deadline and it shall remain binding upon us at any time before the expiration of that period.

Common Seal and Signature of the authorised person: Name: Designation:

# Form – 3 Format for Bank Guarantee (Earnest money deposit) 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: Address of Issuing Branch or Office: Email id and phone no for correspondence:

Beneficiary: The Managing Director, AEGCL Name and Address of Purchaser Bid Security No.:

We have been informed that . . . . name of the Bidder. . . . (Hereinafter called "the Bidder") intends to submit to you its bid against *Bid ref.* . . . . . for *Transmission Line Visual and Thermal Inspection, Asset Digitization, Asset Health Monitoring, Defect Analysis and Encroachment Analysis Using Aerial/ Airborne Technology with Ai Powered Cloud Based Platform* 

- (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.

BG expiry date: BG claim date:

NOTE

Bank's seal and authorized signature(s)

- **1.** All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the EMD amount as per bid.
- **2.** This guarantee shall be valid upto 30 days beyond the bid validity.
- **3.** For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.
- **4.** Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.

# Form-ELI-1 Bidder's information Sheet

SI. No.	Particulars	Bidders response
1	Bidders name and registered address	
2	Bidders authorised representative,	
	designation and contacts	
3	GST registration no.	
4	Bid validity	180 (One Hundred Twenty)
		Days
6	EMD exemption claimed	Yes/No

# Form – LIT Pending Litigation

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

# Form FIN-1 Financial Situation

# Information from Balance Sheet

Financial Data for	Year 1 [Mention	Year 2 [Mention	Year 3 [Mention
Previous 3 Years	Financial	Financial	Financial
[Rupees]	Year]	Year]	Year]
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

# Information from Income Statement

Total Revenues		
Profits Before Taxes		
Profits After Taxes		

Note: To be supported by audited financial documents

Annual Tu	rnover Data for the Last 3 Years
Year	Amount
i cai	(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.

(Signature and common seal) Name:
Designation:
Date

# Form FIN- 3 Current Contract Commitments

Bidders 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.

No.	Contract No., Customer and name of work	Contract value(Rs.)	Estimated Completion Date	Value of Outstanding Work (Rs.)
1				
2				
3				
4				
5				
6				

# Form – EXP-1 EXPERIENCE

Each Bidder must fill in this form

SI. No.	Customer name	Contract and date	No.	Work order value	Brief description of work	Completion date

Note: Order/contract copies are to be submitted as supporting document. Performance/ completion certificate to be submitted wherever applicable.

# Format of Price Schedule (To be uploaded in e-Tender portal as per the format mentioned in the e-tender portal)

Work description	REGION	Unit	Qty	Rate(in Rs.)	Amount (in Rs.)			
Deployment Aerial Vehicle for patrolling of Transmission Lines to identify and index prescribed defects, Thermography and Clearance measurement, complete in all respect as per the Scope.	Across the state of Assam	КМ	4629.642					
Total Amount (in Rs.) excluding GST								
Total GST (in Rs.)								
	Deployment Aerial Vehicle for patrolling of Transmission Lines to identify and index prescribed defects, Thermography and Clearance measurement, complete in all respect	Deployment Aerial Vehicle for patrolling of Transmission Lines to identify and index prescribed defects, Thermography and Clearance measurement, complete in all respect as per the Scope.	Deployment Aerial Vehicle for patrolling of Transmission Lines to identify and index prescribed defects, Thermography and Clearance measurement, complete in all respect as per the Scope. KM Assam Total Amount	Deployment Aerial Vehicle for patrolling of Transmission Lines to identify and index prescribed defects, Thermography and Clearance measurement, complete in all respect as per the Scope.       Across the state of Assam       KM       4629.642         Total Amount (in Rs.) exclution of the state of Assam	Work descriptionREGIONUnitUtyRs.)Deployment Aerial Vehicle for patrolling of Transmission Lines to identify and index prescribed defects, Thermography and Clearance measurement, complete in all respect as per the Scope.Across the state of AssamKM4629.642Total Amount (in Rs.) excluding GST			

All prices are in Indian Rupees

Note: The price schedule presented here is for reference only. Bidders must submit the price using the price schedule available in e-tendering portal. This is not to be submitted in the techno-commercial envelope.

1) If any item is not specifically mentioned in the price schedule but required to complete the job successfully, same shall be deemed to be included in any of the items of the price schedule.

# SECTION 3 Site Location

			tral Assam Reg				
SI.	Feeder Name	LMSD	Division Responsible for line maintenance	Circle	Voltage	Route length	Ckt KM
1	Samaguri-Sonabil D/C line	Nagaon	Nagaon		220	45.000	90.000
2	Samaguri-Mariani FdrI				220	65.000	65.000
3	Samaguri-Mariani FdrII				220	65.000	65.000
4	LILO at Umrangso				132	3.380	3.380
5	Samaguri-Khalaigaon S/C old fdr				132	43.000	43.000
6	Samaguri-Khalaigaon S/C new fdr				132	43.000	43.000
7	Lanka-Diphu				132	35.000	35.000
8	Rangia-Rowta-Depota	Depota	Depota		132	127.000	127.000
9	Sonabil-Balipara(PG)				220	2.500	2.500
10	Depota-Ghoramari-Sonabil			Tez	132	17.730	17.730
11	Depota-Rowta(ADB)			pur	132	64.089	64.089
12	Sonabil-Biswanath Chariali- Gohpur			Tezpur T&T Circle	132	88.498	88.498
13	LILO to Balipara			ircle	132	13.663	13.663
14	LILO to Ghoramari				132	1.821	1.821
15	LILO to Biswanath Chariali				132	1.715	1.715
17	LILO point of Rangia -Rowta to Tangla				132	10.658	10.658
18	Sonabil-Tezpur				132	16.081	16.081
16	LILO to Dhekiajuli				132	2.070	2.070
17	Samaguri-Sarusajai	Samaguri	Samaguri		220	81.500	81.500
18	Sarusajai-Sonapur In Sarusajai-Samaguri-II				220	81.500	81.500
19	Samaguri-Sankardevnagar D/C line				132	61.500	123.000
20	Hailakandi-Dullavchara	Panchgram	Panchgram		132	1.360	1.360
21	Panchgram- Lumshnong(ME)			6	132	30.200	30.200
22	Panchgram-Srikona			Silch	132	19.300	19.300
23	Panchgram-Hailakandi	]		Silchar T&T Circle	132	23.200	23.200
24	Hailakandi-Dullavchara			Ъ.	132	31.400	31.400
25	Srikona-Pailapool			Circ	132	34.200	34.200
26	LILO Line at Srikona GSS for Srikona-Pailapool and Srikona-Panchgram			ë	132	1.300	1.300

27	LILO Line at Panchgram GSS for Panchgram-LMS0 and Srikona-Panchgram	3			132	0.780	0.780
28	Dullavcherra-Dharmanaga Interstate (Loc.189 to 288				132	26.000	26.000
29	Pailapool-Jiribam(PG) (Loc. 01 to 49)	Pailapool	Silchar		132	15.000	15.000
30	Tie Line between PGCIL & AEGCL Haflong	Haflong	-		132	1.200	1.200
Part-A	Tot	al Length (in K	M) (A)	•		1053.645	1160.145

# EHV lines under Lower Assam Region, AEGCL (Part-B)

SI No	Circle	Division	Line	Voltage level	Route Length
1	Lower Assam T&T Circle	Sarusajai Division	Sarusajai - Khanapara 4ckt Tr line(sarusajai- Jawaharnagar GIS, Sarusajai-Sonapur,Sarusajai-Langpi I & II)	220	11.1
2	Lower Assam T&T Circle	Sarusajai Division	Sarusajai - Mirza D/C Tr line	220	23.9
3	Lower Assam T&T Circle	Sarusajai Division	Mirza -Boko and Mirza-Agia D/C Tr line section upto loc no 209	220	37.8
4	Lower Assam T&T Circle	Sarusajai Division	Sarusajai - Sonapur and GIS Jawaharnagar -Samaguri D/C CTPS section Tr line	220	22.0
5	Lower Assam T&T Circle	Guwahati T&T Division	Samaguri- Sarusajai D/C ( CTPS- SAMAGURI SECTION (Loc no 1 TO Loc no 162)	220	49.3
6	Lower Assam T&T Circle	Guwahati T&T Division	Sarusajai-Langpi D/C ( From Loc No 1- loc no 290)	220	97.3
7	Lower Assam T&T Circle	Guwahati T&T Division	LILO To Sonapur GIS In Sarusajai-Samaguri-II	220	13.3
8	Lower Assam T&T Circle	Guwahati T&T Division	CTPS-Bagjhap-HPC	132	39.0
9	Lower Assam T&T Circle	Guwahati T&T Division	Sisugram-Sipajhar	132	27.5
10	Lower Assam T&T Circle	Kahilipara Division	Kahilipara-Kamakhya-Sisugram- Kamalpur-Rangia D/C	132	46.6

11	Lower Assam T&T Circle	Kahilipara Division	Additional Amingaon GIS section	132	9.5
12	Lower Assam T&T Circle	Kahilipara Division	Additional AIIMS section	132	0.5
13	Lower Assam T&T Circle	Kahilipara Division	Kahilipara-Kamakhya-Sishugram- Amingaon-AIIMS-Kamalpur-Rangia D/C	132	56.6
14	Lower Assam T&T Circle	Kahilipara Division	Kahilipara-Dispur-Narengi- Chandrapur D/C	132	24.0
15	Lower Assam T&T Circle	Kahilipara Division	Kahilipara-Sarusajai (1,2)	132	3.5
16	Lower Assam T&T Circle	Kahilipara Division	Kahilipara-Sarusajai (3,4)	132	3.5
17	Lower Assam T&T Circle	Kahilipara Division	CTPS-Sonapur D/C	132	14.4
18	Lower Assam T&T Circle	Kahilipara Division	Kahilipara-MSEB D/C	132	6.5
19	Lower Assam T&T Circle	Kahilipara Division	Sonapur-Baghjap DC (27.289 km Length, 19km charged from baghjap end, 5.098km charged from sonapur end, 3.191km stringing not completed)	132	24.1
20	Lower Assam T&T Circle	Rangia Division	Barnagar-Rangia	132	86.0
21	Lower Assam T&T Circle	Rangia Division	Nalbari-Rangia	132	24.0
22	Lower Assam T&T Circle	Rangia Division	Rangia-Tangla	132	40.0
23	Lower Assam T&T Circle	Rangia Division	Rangia-Sipajhar	132	38.1
24	Lower Assam T&T Circle	Rangia Division	Rowta-Sipajhar	132	44.4
25	Lower Assam T&T Circle	Rangia Division	Salakati-Rangia I & II	220	96.9
26	Lower Assam T&T Circle	Rangia Division	Nalbari- Traction	132	5.0
27	Bongaigaon T&T Circle	Salakati Division	Salakati-Rangia D/C	220	24.7

	Circle	Division	Total		1633.90
51	Mirza T&T	Goalpara T&T	Agia-Hatsingimari	132	105.966
	Circle	Division			
50	Mirza T&T	Goalpara T&T	Agia-Matia	132	23.500
49	Circle	Division	BIFS-Agia D/C LINE I & II	220	13.230
49	Circle Mirza T&T	Division Goalpara T&T	BTPS-Agia D/C Line I & II	220	13.230
48	Mirza T&T	Goalpara T&T	Agia-Mirza, Agia-Boko	220	30.230
	Circle	Division			~~~~~
47	Mirza T&T	Goalpara T&T	Mirza-Agia, Boko-Agia	220	37.000
	Circle	-			
46	Mirza T&T	Mirza Division	132kV Mirza-Azara D/C	132	5.7
43	Circle		TOURY LIN LINE WINZA-DUNGAISANN	400	3.2
45	Circle Mirza T&T	Mirza Division	400kV Lilo Line Mirza-Bongaigaon	400	3.2
44	Mirza T&T	Mirza Division	400kV Lilo Line Mirza-Silchar	400	3.2
	T&T Circle	Division	Transmision Line		
43	Bongaigaon	Dhaligaon	132 KV S/C Gauripur Bilasipara	132	38.0
	T&T Circle	Division	Transmission Line		
42	Bongaigaon	Dhaligaon	132 KV S/C Gauripur Gossaigaon	132	63.0
71	T&T Circle	Division	Transmission line	192	۷
41	Bongaigaon	Dhaligaon	132 KV S/C Barnagar Sorbhog TSS	132	2.5
40	Bongaigaon T&T Circle	Dhaligaon Division	132 KV S/C Dhaligaon NBQ TSS Transmission Line	132	7.3
40	T&T Circle	Division	transmission Line	100	
39	Bongaigaon	Dhaligaon	132 KV S/C Gossaigaon Joyma TSS	132	9.0
	T&T Circle	Division	Transmission Line		
38	Bongaigaon	Dhaligaon	220 KV D/C Salakati Rangia	220	40.5
	T&T Circle	Division	Transmission Line		
37	Bongaigaon	Dhaligaon	132 KV S/C Dhaligaon IOCL	132	1.0
	T&T Circle	Division	Transmission Line		
36	Bongaigaon	Dhaligaon	132 KV S/C Dhaligaon APM	132	39.0
30	T&T Circle	Division	Nalbari TL to Barpeta GSS	132	23.7
35	Bongaigaon	Dhaligaon	LILO from 132 KV S/C Dhaligaon	132	23.7
34	Bongaigaon T&T Circle	Dhaligaon Division	132 KV S/C Dhaligaon Nalbari Transmission Line	132	106.0
	T&T Circle	Division	Transmission line		
33	Bongaigaon	Dhaligaon	132 KV S/C Dhaligaon Barnagar	132	44.(
	T&T Circle	Division	Transmission Line		
32	Bongaigaon	Dhaligaon	132 KV S/C Dhaligaon Gossaigaon	132	62.0
	T&T Circle	Division	Transmission Line		
31	Bongaigaon	Dhaligaon	132 Kv D/C Salakati Dhaligaon	132	21.(
50	T&T Circle	Division		220	51.0
30	Bongaigaon	Salakati	Salakati-Agia D/C	220	51.0
29	Bongaigaon T&T Circle	Salakati Division	kokrajhar-Bilasipara D/C	132	24.2

# EHV lines under Upper Assam Region, AEGCL (Part-C)

SI. No.	Circle	Division	Line	Voltage Level	Length	Total Length							
1			Tinsukia-Dibrugarh	132	49.330								
2			Dibrugarh-Behiating	132	8.950								
3			Behiating(Khanikar) LILO Line	132	0.490	00.620							
4		D'harren h	Behiating(Khanikar)- BPCL Line I &II (D/C)	132	7.960	- 90.620							
5		Dibrugarh	Behiating (Khanikar)- Moran	132	23.890								
6	ircle		Behiating (Khanikar)- Moran	132	23.500	50,000							
7	L C		Moran-Lakuwa	132	22.520	- 50.000							
8	[ <b>&amp;</b> ]		Moran LILO Line	132	3.980								
9	Dibrugarh T&T Circle		Kathalguri-Tinsukia (D/C)	220	24.640								
10			Tinsukia-Namrup (D/C)	220	40.000								
11	Д		NRPP LILO (D/C)	220	0.490	159.180							
12			Namrup-Tinsukia	132	43.030								
13		Tinsukia	Bordubi LILO	132	2.020								
14		THISUKIA	Namrup-Tinsukia	66	49.000								
15				Tinsukia-Ledo (D/C)	132	52.790	52.790						
16										Tinsukia-Rupai	132	40.900	
17													Tinsukia-Rupai
18							Rupai-Ledo (D/C)	132	70.090	180.150			
19			Rupai-Chapakhowa	132	43.960								
20			LTPS-NaziraD/C	132	22.000								
21			Nazira-Sivasagar (Betbari)S/C	132	15.000								
22			LTPS-MarianiS/C	132	35.000								
23	cle	Narina	LTPS-NamrupD/C	132	53.000								
24	Jorhat T&T Circle	Nazira	Nazira-Jorhat (Garmur)S/C	132	35.000	- 269.000							
25	Τ&		Sonari LILOD/C	132	4.000								
26	hat		NTPS-Nazira D/C	66	78.000	1							
27	Jor		Nazira-MarianiD/C	66	27.000	]							
28			Jorhat-Jorhat West S/C	132	31.050	22.250							
29			Jorhat West LILO D/C	132	1.200	- 32.250							
30		Jorhat/Golaghat	Jorhat West-Bokakhat S/C	132	57.040	57.040							

31			Mariani-Golaghat S/C	132	45.000	
32			Golaghat-Bokajan S/C	132	60.000	
33			Golaghat LILO D/C	132	5.400	187.400
34			Mariani-Golaghat D/C	66	47.000	
35			Golaghat-BorpatharS/C	66	30.000	
36			Golaghat-BokajanS/C	132	5.000	
37			Bokajan-DimapurS/C	132	25.000	
38			Bokajan LILO D/C	132	2.700	05 700
39			Bokajan-DiphuS/C	66	13.000	95.700
40			Bokajan-Borpathar S/C	66	34.000	
41			Bokajan-Dimapur S/C	66	16.000	
42			Teok LILOD/C	132	0.932	0.932
43			Lanka-DiphuS/C	132	34.000	62.100
44			Bokajan-DiphuS/C	66	28.100	62.100
45			LTPS-MarianiS/C	132	45.000	
46			Nazira-Mariani D/C	66	30.000	
47			NTPS-MarianiS/C	220	146.050	
48		Mariani	Samaguri-Mariani Fdr I S/C	220	108.100	438.250
49		Iviariani	Samaguri-Mariani Fdr II S/C	220	109.100	
50			Nazira-Jorhat(Garmur) S/C	132	30.000	49.000
51			Jorhat-Mariani D/C	132	19.000	
52	&Т		Gohpur-Nalkata D/C	132	45.500	
53	North Lakhimpur T&T Circle	North	Nalkata-Dhemaji S/C	132	30.900	111.400
54	apu e	Lakhimpur	Nalkata-Majuli S/C	132	35.000	
55	akhimp Circle		Gohpur-Nalkata D/C	132	31.000	31.000
56	Lak C		Nalkata-Dhemaji S/C	132	29.900	
	rth	Dhemaji	Dhemaji - Silapathar	132	35.880	75.280
57	Noi		Nalkata-Majuli S/C	132	9.500	

Total KM 1942.092

# **SECTION 4**

General Conditions of Supply and Erection of AEGCL

This Section 'General Conditions of Supply and Erection of AEGCL' supplementary to Section -5 'Special Conditions of Contract' of this document and can be downloaded from www.aegcl.co.in.

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

# SECTION 5

**Special Conditions of Contract** 

# 5.1.0 DEFINITION OF TERMS

"Contract" means the Contract Agreement entered into between the Purchaser and the Contractor, 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 Contractor as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, 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 "Contractor", as the context requires. "*Purchaser*" means the Assam Electricity Grid Corporation Limited (in short AEGCL) and its assignees.

The "*Contractor*" shall mean the tenderer / 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 Contractor is required to supply to the Purchaser under the Contract.

"Delivery" means the transfer of the Goods from the Contractor 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 Contractor 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 Contractor under the Contract.

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

"Contractor" 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 Contractor.

# 5.2.0 CONTRACT DOCUMENTS

5.2.1. 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.

# 5.3.0 LEGAL JURISDITCTION

5.3.1. 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.

# 5.4.0 LANGUAGE

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

# 5.5.0 SCOPE OF WORK

- 5.5.1. The items to be supplied shall be as specified in section 3- Purchaser's requirement and quantity as stated in Price Schedule of Section -2, Bidding Forms.
- 5.5.2. Unless otherwise stipulated in expressly limited in the *Purchaser's Requirements*, the Scope of Work/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.

# 5.6.0 DELIVERY SCHEDULE

- 5.6.1. Contract completion period shall be counted from contract commencement date. Completion of the work shall be within **45 days** from Contract commencement.
- 5.6.2. 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 Contractor shall be entitled under **SCC Clause 5.14.0** hereof.

# 5.7.0 CONTRACT PRICE

- 5.7.1. The Contract Price shall be as specified in Article 2 (Contract Price) of the Contract Agreement.
- 5.7.2. 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 scope or changes in applicable tax rates or as otherwise provided in the Contract.

# 5.8.0 TERMS OF PAYMENT

- 5.8.1. The contract price shall be paid as specified in subsequent sub-clauses, if not provided in Contract Forms, Section-6.
- 5.8.2. The terms of payment for the works shall be as follows
  - i. Invoice for 70% of the contract value may be raised by the bidder on delivery of the items as per BoQ other than earthing items and training. In this invoice, 10% advance payment shall be adjusted. The total payment shall be 60% of the contract value after adjusting the advance payment.
  - ii. Remaining 30% payment shall be paid after 100% completion of all the works.
  - iii. Remaining 10% shall be paid as per following
    - a. 2.5% shall be paid after 1st year support.
    - b. 2.5% shall be paid after 2<sup>nd</sup> year support.
    - c. Remaining 5% shall be after 3<sup>rd</sup> year support.
- 5.8.3. Documents required along with invoice: Following documents need to be submitted along with invoice -
  - (i) Application for payment
  - (ii) Contractor's invoice showing LOA reference, Goods description, quantity dispatched, unit reclamation price, total amount (6 Copies)
  - (iii) Physical verification certificate of material received at site by Purchaser/Purchaser's site representative (For supply).
  - (iv) Work completion certificate (for erection and stringing work)

# 5.8.4. **ADVANCE PAYMENT**

10% advance shall be paid against submission of Advance BG. The advance payment shall be adjusted against next progressive invoice.

The BG shall be submitted as per the format at Annexure-III

### 5.9.0 PERFORMANCE SECURITY DEPOSIT

- 5.9.4. The successful bidder shall have to deposit to the extent of **10% (Ten percent) of the Contract price** as performance security (Bank Guarantee), within fifteen (15) days of receipt of notification of award, duly pledged in favor of the Managing Director, AEGCL and such security deposits shall be valid up to 60 (sixty) days beyond the warranty period as per clause 5.11.3.
- 5.9.5. If the Contractor 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 Contractor.
- 5.9.6. No interest shall be payable on such deposits.

# 5.10.0 RETENTION MONEY

- 5.10.4. Deduction shall be as per payment terms clause no. 5.8.2.
- 5.10.5. No interest shall be payable on such deductions/retentions.

### 5.11.0 WARRANTY : As per AEGCL Norms.

### 5.12.0 QUANTITY VARIATION

5.12.1. "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 contract except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

### 5.13.0 FORCE MAJEURE

- 5.13.1. "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Contractor, 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.
- 5.13.2. 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.
- 5.13.3. 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 5.14.0**.

# 5.14.0 EXTENSION OF TIME FOR COMPLETION

- 5.14.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Contractor 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 5.12.0**; and
  - (b) any occurrence of Force Majeure as provided in SCC Clause 5.13.0.
- 5.14.2. Except where otherwise specifically provided in the Contract, the Contractor 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 Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Purchaser's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to SCC Sub-Clause 5.17.0.

# 5.15.0 LIQUIDATED DAMAGE

- 5.15.1. The Contractor guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 5.6.2**, or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.14.0** hereof.
- 5.15.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under SCC Clause 5.14.0, the Contractor 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 Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Contract.
- 5.15.3. Once the aggregated "Liquidated damage" reaches 10% 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 Contractor 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 Contractor; or
  - (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor and forfeit the security deposit.
  - (c) Declare it as a "Contractual Failure" and act in accordance with SCC Clause 5.16.0.

# 5.16.0 CONTRACTUAL FAILURE

5.16.1. In the event of contractual failure of any respect on the part of the Contractor, the Purchaser shall be entitled to operate security deposit or any deposit or any payment due to Contractor 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 "Contractor" or pending enquiry, suspend him or take any other steps considered suitable.

# 5.17.0 ARBITRATION

5.17.1. If at any time, any question, disputes or differences whatsoever shall rise between the Purchaser and the Contractor, 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 Contractor 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

5.17.2. 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 Contractor.

# **SECTION 6 - Contract Forms**

This Section contains the format for Notification of Award, 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.

### Notification of Award

[ date ]

To: [Name and address of the Contractor]

This is to notify you that your Bid dated *[date]* for execution of the *[ name of the work]* against *[Bid identification number]* for the Contract Price in the aggregate of Rupees *[ amounts in numbers and words ]* (as per Price Schedule), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decide to award on you the ('\_\_\_Name of work\_\_\_\_') covering inter-alia supply of all equipment and services specified in bidding document.

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 6 (Contract Forms) of the Bidding Document.

[ Authorized Signature ] [ Name and Title of Signatory ] Assam Electricity Grid Corporation Limited

Attachment:

1) Price schedule (with arithmetic correction if any)

2) Draft 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, Bijuli Bhawan, Paltanbazar, Guwahati-781001, Assam and [name of Contractor], a firm/company incorporated under the laws of Company Act, 1956 and having its principal place of business at [address of Contractor] (hereinafter called "the Contractor"). [in case of JV insert name and address of the Lead Partner as well as other Partners]

WHEREAS AEGCL desires to engage the Contractor to the 'Ex-works Supply Contract' (also referred to as the 'First Contract') covering inter-alia supply of all equipment and materials for the complete execution of

Development, Installation, Customization & Deployment of Security Infrastructure along with Advance Firewall with Next Gen features in all offices and GSS with modernization of WAN interconnectivity of AEGCL

as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1 Contract	1.1	Contract Documents (Reference SCC Clause 5.2.0)
Documents		The following documents shall constitute the Contract between the Purchaser and
		the Contractor, and each shall be read and construed as an integral part of the
		Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Price Bid and Price Schedules submitted by the Contractor
- (c) Letter of Technical Bid and Technical Proposal submitted by the Contractor
- (d) Special Conditions of Contract
- (e) General Conditions of Supply and Erection
- (f) Specification (Purchaser's Requirements)
- (g) Drawings (Purchaser'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 shall be added here

# 1.2 **Order of Precedence** (Reference SCC Clause 5.2.0)

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 5.1.0)

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

- Article 2 Contract Price
   2.1
   Contract Price (Reference SCC Clause 5.7.0)

   and Terms of Payment
   The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall [... amounts in rupees in words ...], [... amounts in figures...] as specified in Price Schedule (Grand Summary) (Appendix 4 Price Schedule).. The Contract Price is fixed.
  - 2.2 **Terms of Payment** (Reference SCC Clause 5.8.0) The terms and procedures of payment according to which the Purchaser will pay the Contractor are given in the the Appendix -1 (SCC Clause 5.8.0 - Terms and Procedures of Payment).

Article 3 Commencement Date	3.1	<b>Commencement Date</b> (Reference SCC Clause 5.6.1)			
		The Commencement Date upon which the period until the Time for Completion of			
and Completion Time		the Works shall be counted from is the date when this Contract Document is signed.			
	3.2	Completion Time (Reference SCC Clause 5.6.2)			
		The whole works under the scope of this Contract shall be completed within 150 (One			
		Hundred Fifty) days from Contract Commencement Date as per completion			
		schedule bar chart (Appendix – 2).			

- Article 4. Appendices 4.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
  - 4.2 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 Contractor 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	Signed by, for and on behalf of the Contractor			
[ Signature ][ Title ]	[ Signature ][ Title ]			
in the presence of[ <b>Signature</b> ] [ <b><i>Title</i> ]</b>	in the presence of [ <b>Signature</b> ][ <b>Title</b> ]			

# APPENDICES

Appendix 1 -Special Conditions of Contract Appendix 2 -schedule (bar chart) Appendix 3 -SecurityAppendix 4 -Price Schedule

Completion Performance

### Appendix 3 - Form of Performance 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:

Address of Issuing Branch or Office: Email id and phone no for correspondence: Beneficiary:

# Managing Director, AEGCL Name and Address of Purchaser

**Bid Security No.:** 

WHEREAS	[name and address of Contractor] (hereinafter
called "the Contractor") has undertaken, in pursuance of NoA No.	datedto
execute	[name of Contract and brief description of Works]
(hereinafter called "the Contract");	

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor 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 Contractor such a Bank Guarantee;

We hereby waive the necessity of your demanding the said debt from the Contractor 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 Works to be performed there under 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.

BG expiry date: BG clam date:

# Bank's seal and authorized signature(s)

# <u>NOTE</u>

- 1. All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.
- 2. This guarantee shall be valid upto 30 days beyond the Warranty Period as per the Contract.
- 3. For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.
- 4. Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.

# <u>NON-DISCLOSURE AGREEMENT</u> (TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER of Rs. 100/)

the Request for Proposal RFP No.

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute "Development, Installation, Customization & Deployment of Security Infrastructure along with Advance Firewall with Next Gen features in all offices and GSS with modernization of WAN interconnectivity of AEGCL" as per scope defined in

for Assam Electricity Grid Corporation Ltd., having its registered office Bijulee Bhawan, First Floor, Paltanbazar, Guwahati-781001, hereinafter referred to as the CORPORATION

and, WHEREAS, the COMPANY understands that the information regarding the Corporation's Infrastructure shared by the CORPORATION in their Request for Proposal is confidential and/or proprietary to the CORPORATION,

and WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Corporation's properties and/or have access to certain plans, documents, approvals, data or information of the CORPORATION;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the CORPORATION to grant the COMPANY specific access to the CORPORATION's property/information:

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the CORPORATION, unless the COMPANY has first obtained the CORPORATION's written authorisation to do so;

The COMPANY agrees that information and other data shared by the CORPORATION or, prepared or produced by the COMPANY for the purpose of submitting the offer to the CORPORATION in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the CORPORATION, to anyone outside the CORPORATION;

The COMPANY shall not, without the CORPORATION's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the CORPORATION in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the CORPORATION and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory Name: Designation: Office Seal:

### (To be submitted on OEM's letter head for each of the products quoted)

The Manufacturer's Authorization may be in Manufacturer's/OEM's own format containing the following-

- 1) RFP No.: [*insert number of bidding process*]
- 2) Date: [insert date (as day, month and year) of Bid Submission]
- 3) Full name of Purchaser
- 4) Full Name & Address of the Bidder
- 5) Manufacturer's Address
- 6) Full guarantee and warranty as per RFP
- 7) Commitment from OEM to make manufacturer's/Channel partner's 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 the OEM's offered product.

For and on behalf of the Manufacturer

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# Annexure II: Format for Pre-Bid queries

### **RFP Reference No:**

Name and complete official address of Organization submitting query / request for clarification:

Emali ID:

SI. No.	Clause no.	Page No.	Change	Justification fo
			requested/clarification	change suggested.
			required	

Signature:

Name of the Authorized signatory: Company seal:

Date and Stamped

### <u>Annexure-III Advance Payment Security</u> [Bank's name, and address of issuing branch or office]

Beneficiary: .					
[Name	and	address	of	the	Employer]
Date:					Advance Payment Guarantee
NI.					-

We have been informed that [name of the contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract dated [date] with you, for the execution of [name of contract and brief description of plant and services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [name of the currency and amount in words] 10[amount in figures] is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of the bank]hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words] [amount in figures] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor:

(a) used the advance payment for purposes other than the costs of mobilization and cash flow support in respect of the Works; or

(b) has failed to repay the advance payment when it has become due and payable in accordance with the conditions of the Contract, specifying the amount payable by the Contractor.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number [contractor's account number]at [name and address of the bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates, which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate, indicating that 80% of the Contract Price has been certified for payment, or on the [date] day of [month], [year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature(s) and seal of bank (where appropriate)