

BIDDING DOCUMENT

FOR

**Construction of tower for Forest locations for 132 Kv S/c line on D/C tower
from Salakati to APM**

Volume 1



ASSAM ELECTRICITY GRID CORP. LTD.

Tender Fee: ₹ 5000/-

BID IDENTIFICATION NO:

AEGCL/MD/TL-87/Bid/Forest

**Construction of tower for Forest locations for 132 Kv S/c line on D/C
tower from Salakati to APM**

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Section – 1

Instruction to Bidders

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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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 **Chief General Manager(PP&D), AEGCL** on behalf of **Assam Electricity Grid Corporation Limited (AEGCL)** (hereinafter referred to as "the Employer"), issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 2 (Employer's Requirements). The name and identification no. of this Competitive Bidding are provided in the in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.
- 1.1.1.2. Unless otherwise stated, throughout this Bidding Document definitions of terms shall be as prescribed in **Section 4** (Special Conditions of Contract).

1.1.2. Eligible Bidders

- 1.1.2.1. A Bidder may be a firm or company registered in India. 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 be jointly and severally liable. The JV shall legally authorize one of the partners as the lead partner for the purpose of submitting the bid, incur liabilities; receive payments and instructions on behalf of the others. A copy of the notarized JV agreement, executed on non-Judicial stamp paper, shall be submitted with the bid. Change in JV composition after bid submission shall not be permitted without prior written approval of AEGCL, failing which the bid/contract shall be liable to rejection/termination. **Registered JV agreement shall be submitted when asked by the Employer.**
- 1.1.2.5. However, in case of successful bid, the agreement shall be signed by all the partners, so as to be legally binding on all the partners.

1.2.0 Contents of Bidding Document

1.2.1. Sections of Bidding Document

- 1.2.1.1. The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, 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 - Employer's Requirements (ERQ)

Section 4 - "General Conditions of Supply and Erection of AEGCL"

(This section is supplied separately)

Section 5- Special Conditions of Contract (SCC)

Section 6 - Contract Forms (COF)

- 1.2.1.2. *The completed Section 6 and other documents as specified in Section-6 shall constitute “the Contract”.*
- 1.2.1.3. The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 1.2.1.4. The Employer 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 Employer 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 Employer in writing at the Employer’s address indicated in the **BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with **ITB Clause 1.2.2.4**. The Employer will respond to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Employer’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 Employer 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 site 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 site 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 Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 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. No pre-bid meeting shall be held in this regard.
- 1.2.2.6. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding 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 Employer exclusively through the issue of an Addendum pursuant to **ITB Clause 1.2.3** and not through the minutes of the pre-bid meeting.(Not applicable in this case)
- 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer, 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 bids submitted online 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**.

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

- (a) Letter of Technical Bid;
- (b) Bid Security, in accordance with **IFB& ITB Clause 1.3.10**;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB Clause 1.3.11.2**;
- (d) Documentary evidence in accordance with **ITB Clause 1.3.5** establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (e) 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;
- (f) Documents as called for in **ITB Clauses 1.1.2.1, 1.1.2.2, and 1.1.2.3**;
- (g) List of manufacturer/subcontractors, in accordance with **ITB Clauses 1.3.7.1**; and
- (h) any other document required in the **BDS**.
- (i) Notarized JV Agreement, if bidder is a JV in accordance with **ITB Clause 1.1.2.4**

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

- a. completed schedules as required, including Price Schedules, in accordance with **ITB Clauses 1.3.4** and **1.3.8**; and
- b. 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 Plant and Services

1.3.6.1. The documentary evidence of the conformity of the plant 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 plant and services, including the functional guarantees of the proposed plant and services, in response to the Specification;
- (b) a commentary on the Employer'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 Employer 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 Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

1.3.7. Subcontractors

1.3.7.1. For major items of plant & equipment and services as listed by the Employer in Appendix 2 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and addresses of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the plant and services. 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.

1.3.7.2. The Bidder shall be responsible for ensuring that any plant or services to be provided by the Subcontractor comply with the requirements of **ITB Clause 1.3.5.1**.

1.3.8. Bid Prices

1.3.8.1. Unless otherwise specified in the **BDS** and/or Section 3 (Employer's Requirements), bidders shall quote for the entire plant & equipment and services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items

against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

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

Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included online. Separate numbered Schedules included in online (Bidding Forms) shall be used for each of the following elements.

| | |
|-----------------------------|---|
| Schedule No. 1 and 4: | Supply of Plant & Equipment (including Mandatory Spare Parts if specified) |
| Schedule No. 2 and 5: | Installation and Other Services (Freight & Insurance) |
| Schedule No. 3, 6, 7, 8, 9: | Installation and Other Services (Foundation, Erection and Testing & Commissioning Services) |

Bidders shall note that the plant and equipment included in Schedule Nos. 1 excludes materials used for civil, foundation and other construction works and other minor items. All such materials/items shall be included and priced under Schedule No. 3, Installation and Other Services.

- 1.3.8.4. In the Schedules, bidders shall give the required details and a breakdown of their prices as called for in these Schedules.
- 1.3.8.5. Installation and other Services shall be quoted in Schedule No. 2 and 3 and shall include prices for all labor, contractor's equipment, temporary works, construction or other materials/ minor items not specified in Schedule-1, consumables and all other matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services. The prices of Installation and other services shall be inclusive of all taxes, like service taxes, work contract taxes etc. and sales & other taxes applicable on all materials/items supplied under Schedule No. 2 and 3.
- 1.3.8.6. The prices shall be either fixed or adjustable as specified in the **BDS**.
- (a) In the case of Fixed Price, 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**.
- (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section 2 (Bidding Forms).

1.3.9. Period of Validity of Bids

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

1.3.9.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer 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 1.3.10**, 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.

1.3.10. Bid Security

1.3.10.1. The Bidder shall furnish as part of its bid, in original form, either a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**. No exemption in bid security (EMD) shall be allowed.

1.3.10.2. The bid security shall be paid through online mode through the e tender portal or through offline mode (Bank Guarantee from Scheduled Commercial Bank). 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 1.3.9.2**.

1.3.10.3. Bids not complying with **ITB Clause 1.3.10.1** and **ITB Clause 1.3.10.2**, shall be rejected by the Employer as **non-responsive**.

1.3.10.4. 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.

1.3.10.5. 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**.

1.3.10.6. 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 1.3.9.2** or
- (b) if the successful Bidder fails to:
 1. Sign the Contract in accordance with **ITB Clause 1.6.1**; or
 2. Furnish a performance security in accordance with **ITB Clause 1.6.2**.

1.3.10.7. *The Bid Security of a JV shall be in the name of the JV that submits the bid.*

1.3.11. Format and Signing of Bid

1.3.11.1. 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** and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

1.3.11.2. 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 initialed by the person signing the bid.

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

1.3.11.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

1.4.0 Submission and Opening of Bids

1.4.1. Submission, Sealing and Marking of Bids

- 1.4.1.1. Bidders must submit their bid online. Procedures for online submission of bid are in accordance with **IFB & as given in the portal.**
- 1.4.1.2. Bidders submitting bids online shall upload scanned copy of the original and each copy of the Bid, The rest of the procedure shall be in accordance with **IFB.**

1.4.2. Deadline for Submission of Bids

- 1.4.2.1. **Bids must be submitted online on stipulated time and no bid can be accepted by the system after expiry of closing time.**
- 1.4.2.2. The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB Clause1.2.3**, in which case all rights and obligations of the Employer 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. No bid can be submitted online after expiry of the stipulated time & date.

1.4.4. Withdrawal, Substitution, and Modification of Bids

- 1.4.4.1. A Bidder may withdraw, substitute, or modify its bid before closing date& time.
 - (a) Prepared and submitted in accordance with **IFB Clause2.0.**
 - (b) Received by the Employer prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause1.4.2.**
- 1.4.4.2. Bids requested to be withdrawn in accordance with **ITB Clause1.4.2.1** shall be returned unopened to the Bidders.
- 1.4.4.3. 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 Employer shall conduct the opening of Technical Bids in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the **BDS**. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 1.4.5.2. Technical Bids shall be opened online. After opening the bidder access the e tender portal for further information.
- 1.4.5.3. The Employer 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, substitution, or modification; and alternative 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.

- 1.4.5.4. At the end of the evaluation of the Technical Bids, bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award may attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be available online on the e-tender portal
- 1.4.5.5. The Employer 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 Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

All Price Bids shall be opened online

The bidders may attend the opening of the price bids.

- 1.4.5.7. The Employer 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, and alternative offers. 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

- 1.5.1.1. 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.
- 1.5.1.2. Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 1.5.1.3. Notwithstanding **ITB Clause 1.5.1.2**, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

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 Employer 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 Employer shall not be considered. The Employer'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 Employer 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 of its bid by the date and time set in the Employer's request for clarification, 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 Employer 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 Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing as mentioned in this clause, the offer **shall be rejected.**
 - a) Letter of Technical Bid ;
 - b) written confirmation of authorization to commit the Bidder ;;
 - c) Bid Security, ;
 - d) Technical Proposal in accordance with **ITB 1.3.5.**

1.5.5. Responsiveness of Technical Bid

- 1.5.5.1. The Employer'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 Employer'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 Employer shall examine the technical aspects of the Bid submitted in accordance with **ITB Clause 1.3.7**, Technical Proposal, in particular to confirm that all requirements of Section 3 (Employer'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 Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

1.5.6. Nonmaterial Nonconformities

- 1.5.6.1. Provided that a Bid is substantially responsive, the Employer 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 Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities 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 Employer 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 Employer 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 Employer 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 Employer's Requirements; deviations from the Employer's Requirements; conformity of the plant and services offered with specified performance criteria; suitability of the plant 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 Employer 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 **ITB Clause 1.3.5**.

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 Employer shall not open the Price Bid of the Bidder.**

1.5.8.4. The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with **Appendix to ITB-2 (Evaluation and Qualification Criteria)**. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding **Appendix to the Contract Agreement** shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

1.5.9. Correction of Arithmetical Errors

1.5.9.1. During the evaluation of Price Bids, the Employer 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 and 2A and the amount given in Schedule No. 3 (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 Employer 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 Employer shall consider the following:
- a) the bid price, 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).
- 1.5.10.3. If price adjustment is allowed in accordance with ***ITB Clause 1.3.8.6,*** the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

1.5.11. Comparison of Bids

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

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

- 1.5.12.1. The Employer 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 Employer 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 Employer 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 Employer 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 15(Fifteen) 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 Employer.

1.6.4. Performance Security

- 1.6.4.1. Within fifteen (15) days of the receipt of notification of award from the Employer, 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 6 (Contract Forms)**, or another form acceptable to the Employer.
- 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 Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

APPENDIX TO ITB - 1 Bid Data Sheet

A. Introduction

| | |
|-----------------------|---|
| ITB 1.1.1.1 | <p>The Employer is: <i>Assam Electricity Grid Corporation Limited.</i></p> <p>Name of the work:</p> <p>Construction of tower for Forest locations for 132 Kv S/c line on D/C tower from Salakati to APM</p> <p>The identification number of Bid is: AEGCL/MD/TL-87/Bid/Forest</p> |
| ITB 1.2.2.1 | <p>For clarification purposes only, the Employer's address is:</p> <p>Attention: The Chief General Manager (PP&D), AEGCL</p> <p>Street Address: Bijulee Bhawan, Paltan Bazar</p> <p>Floor/Room number: First Floor</p> <p>City: Guwahati</p> <p>PIN Code: 781001</p> <p>Country: India</p> <p>Electronic mail address: neap.cell@aegcl.co.in, with CC to cgm.ppd@aegcl.co.in</p> |
| ITB 1.2.2.4 | No pre-bid meeting shall be organised |
| ITB 1.3.3.2(h) | <p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> 1. Guaranteed and other Technical Particulars as required in Section 3, 'Employer's Requirements' 2. Type Test Certificates 3. Manufacturer's Authorization. |
| ITB 1.3.8.1 | Unless otherwise specifically indicated in the Section 3 (Employer's Requirements), bidders shall quote for the entire plant and services on 'single responsibility basis'. |
| ITB 1.3.8.6 | The prices quoted by the Bidder shall be FIRM |
| ITB 1.3.9.1 | The bid validity period shall be 210 (Two Hundred and Ten) days. |
| ITB 1.3.10.1 | The Bidder shall furnish a bid security in the amount of Rs.35,00,000.00 |

| | |
|---------------------|---|
| ITB 1.3.11.2 | <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>a) The written confirmation of Authorization to sign on behalf of the Bidder shall consist of Notarized Power of Attorney for both individual or joint venture bidders.</p> <p>b) Bids submitted by Joint Venture or Consortium shall also include an undertaking signed by all the parties (I) stating that all parties shall be jointly and severally liable, and (II) nominating a Representative (to act as Lead Partner) who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> |
| ITB 1.4.2.1 | <p>For bid submission purposes only, the Employer's address is</p> <p>Attention: The Chief General Manager(PP&D), AEGCL Street Address: BijuleeBhawan, Paltanbazar</p> <p>Floor/Room number: First Floor</p> <p>City: Guwahati</p> <p>PIN Code: 781001</p> <p>The deadline for bid submission is as per NIT</p> <p>Date:</p> <p>Time:</p> |
| ITB 1.4.5.1 | <p>The bid opening of Technical Bids shall take place at</p> <p>Office of The Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar</p> <p>Floor/Room number: First Floor</p> <p>City: Guwahati (Assam)</p> <p>PIN Code: 781001</p> <p>Country: India</p> <p>Date:</p> <p>Time:</p> |

APPENDIX TO ITB - 2

Evaluation and Qualification Criteria

This Appendix contains all the criteria that the Employer 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) the following factors 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 Employer 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) and 1.5.9.

1.2.2 Time Schedule

Time to complete Works from the date of issue of NOA specified in **Article 3** of the Contract Agreement for determining time for completion the works is **24 (Twenty Four) months**. Bids not meeting the above time schedule shall be rejected. However, no credit will be given for earlier completion. The supply part should be completed within 8 Months from Contract Commencement.

1.2.3 Specific additional criteria

No additional criteria shall be considered except those mentioned in clause **1.2** above.

2. Qualification

2.1 Eligibility

| Criteria | Compliance Requirements | | | Documents | |
|-------------|-------------------------|-----------------------|--------------|----------------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | At Least One Partner | |

2.1.1 Eligibility Requirements

| Criteria | Compliance Requirements | | | Documents | |
|---|-------------------------|-----------------------|-----------------------|----------------|--|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |
| Requirement of document as per ITB Sub-Clause 1.1.2 | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Required documents as per ITB Sub-Clause 1.1.2 |

2.2 Pending Litigation

| Criteria | Compliance Requirements | | | Documents | |
|-------------|-------------------------|-----------------------|--------------|-------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | All Partners Combined | Each Partner | One Partner | |

| | | | | | |
|---|--|----------------|--|----------------|--------------|
| All pending litigation shall in total not represent more than 50% percent of the Bidder's net worth. | Must meet requirement by itself or as partner to past or existing JV | Not applicable | Must meet requirement by itself or as partner to past or existing JV | Not applicable | Form LIT - 1 |
|---|--|----------------|--|----------------|--------------|

2.3 Financial Situation

| Criteria | Compliance Requirements | | | Documents | |
|---|-------------------------|-----------------------|----------------------------------|---|-------------------------------|
| | Single Entity | Joint Venture | | Submission Requirements | |
| All Partners Combined | | Each Partner | One Partner | | |
| 2.3.1 Historical Financial Performance | | | | | |
| Submission of audited balance sheets, for the last 3 (three) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities 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 ₹ 1,60,00,000.00 calculated as total certified payments received for contracts in progress or completed, within the last 3 years ending 31 st March 2025. Bidders are to submit the name of the works presently executing with financial involvement in details. | Must meet requirement | Must meet requirement | Must meet 25% of the requirement | Must meet 40% of the requirement (lead partner) | Form FIN - 2 |

2.3.3 Financial Resources

| | | | | | |
|--|-----------------------|-----------------------|----------------------------------|---|--------------|
| Using Forms FIN – 3 and FIN - 4 in Section 4 (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: (1) cash-flow requirement of ₹ 33,00,000.00 and (2) the overall cash flow requirements for this contract and its current works commitment. | Must meet requirement | Must meet requirement | Must meet 25% of the requirement | Must meet 40% of the requirement (lead partner) | Form FIN - 3 |
|--|-----------------------|-----------------------|----------------------------------|---|--------------|

2.4 Experience

| Criteria | Compliance Requirements | | | Documents |
|-----------------------|-------------------------|---------------|---------------|-------------|
| | Requirement | Single Entity | Joint Venture | |
| All Partners Combined | | | Each Partner | One Partner |

| | | | | | |
|--|-----------------------|----------------|-----------------------|----------------|--------------|
| 2.4.1 General Experience | | | | | |
| Bidder must have experience as contractor/subcontractor in Government Department or PSU during the last 10(ten) years prior to the 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**

| | | | | | |
|---|-----------------------|-----------------------|----------------|----------------|--------------|
| Bidder must have experience as contractor/subcontractor in contract/contracts each of following works within the last 10 (ten) years that have been successfully completed and being in successful operation. a. Three similar works completed each costing not less than Rs. 2,09,00,000.00 or b. Two similar works completed each costing not less than Rs. 2,61,00,000.00 Or | Must meet requirement | Must meet requirement | Not applicable | Not applicable | Form EXP - 2 |
|---|-----------------------|-----------------------|----------------|----------------|--------------|

| | | | | | |
|--|--|--|--|--|--|
| <p>c. One similar work completed costing not less than Rs. 4,18,00,000.00</p> <p><i>Only relevant documents has to be submitted for above</i></p> <p>The term “similar works” means works of supply, foundation, erection, stringing and commissioning of 132 kV transmission lines and above”</p> <p>The bidder must submit valid completion certificate or performance certificate to establish the same.</p> | | | | | |
|--|--|--|--|--|--|

(b) Experience in key Activities

| For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: | must meet all requirements | must meet all requirements | not applicable | not applicable | Form EXP - 2(b) |
|--|----------------------------|----------------------------|----------------|----------------|-----------------|
| <p>1. The bidder must have designed (except for tower super structure), tested, supplied the following listed equipment & materials and services, which are in successful operation for at least three years as on the date of bid opening. The bidder should list such works executed to substantiate the requirement of this Clause.</p> <p>(i) Power conductors, (ii) Disc Insulators and (iii) Fabrication of Transmission Line Towers (110 kV and above).</p> | | | | | |
| <p>2. Erection, pre-commissioning tests and commissioning of 110 kV or above voltage class transmission line in at least one contract.</p> | | | | | |

2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

| No. | Position | Total Work Experience [years] | Experience In Similar Work [years] |
|-----|--|-------------------------------|------------------------------------|
| 1 | Design Engineer (Electrical): Experienced in detailed engineering and construction activities of transmission lines of 110 kV and above voltage class with similar facilities. | 5 | 3 |
| 2 | Civil Engineer: Experienced in detailed engineering, design and construction activities in 110 kV and above voltage class transmission lines. | 5 | 3 |
| 3 | Supervising Engineers/ Construction Supervisors: Experience in erection and commissioning of transmission lines of voltage class 110 kV and above. | 5 | 3 |

2.6 Manufacturers/Service Providers/Supplier

Manufacturers/Service Provider/Supplier for the listed major items of supply and services must meet the requirements mentioned either in clause 2.6.1 or 2.6.2. **It is mandatory that the contractor has to submit the unpriced purchased order issued to the Manufacturers/Service Providers/Supplier to AEGCL after award of contract.**

2.6.1 Manufacturers/Service Provider/Supplier for the following major items of supply and services must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement will result in rejection of the contractor/subcontractor/manufacturer.

| Item No. | Description of Item | Minimum Criteria to be met |
|----------|---|--|
| 1 | Disc Insulators and Insulator hardware. | The Bidder or his manufacturer of listed items or his supplier or his service provider must have designed, manufactured, type tested from CPRI/NABL accredited laboratories and supplied listed equipment and services which are in successful operation for at least three (3) years as on the date of bid opening. The bidder/manufacture should list such works executed to substantiate the requirement of this Clause using Form EXP-2 . |
| 2 | Power Conductors. | |
| 3 | Fabrication of Transmission line towers | Tower superstructure designs shall be provided by AEGCL. The Bidder or his manufacturer of listed items or his supplier or his service provider must have fabricated, manufactured, supplied listed equipment and services which are |

| | | |
|--|--|---|
| | | in successful operation for at least three (3) years as on the date of bid opening. |
|--|--|---|

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

- (i) 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.*
- (ii) Full type test certificate.*
- (iii) Manufacturer's experience list.*
- (iv) Recent performance certificate from past clients.*

2.6.2 Bidders are free to list more than one Subcontractor against each item of the plant and services. However, necessary documents as mentioned in clause 2.6.1 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

Section 2 - Bidding Forms

This Section contains the forms which 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.:

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, deliver, install, and commission in conformity with the Bidding Document the following Plant and Services: ;
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 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 (Not applicable)

[Bidder’s Letterhead]

Date:

Bid Identification No 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, deliver, install, and commission in conformity with the Bidding Document the following Plant and Services: ;
- (iii). The total price of our Bid is the sum of:
- (iv). Our bid shall be valid for a period of 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;
- (v). If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (vi). 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
- (vii). 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: Plant & Equipment (including Mandatory Spare Parts)
Schedule No. 3: Installation and Other Services (Supervision in Erection and Testing & Commissioning Services)
Schedule No. 2: Installation and Other Services (Freight & Insurance)
2. The Schedules do not generally give a full description of the plant to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, 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 indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
5. Bid prices shall be quoted 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, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.
Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements) or elsewhere in the Bidding Document.
6. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

Schedule No. 2 - Installation and Other Services (Erection and Testing & Commissioning Services)

- (a) *Appropriate Items from Annexure-2, Section-1, Volume - 2 shall only be inserted here.*
 (b) *Appropriate Measuring Units from Annexure-2, Section-1, Volume - 2 shall only be inserted here.*
 (c) *Appropriate Quantities from Annexure-2, Section-1, Volume - 2 shall only be inserted here.*

| Item | Description ^(a) | Measuring Unit ^(b) | Qty. (c) | Unit Price ¹ | Total Price ¹ |
|---|----------------------------|-------------------------------|----------|-------------------------|--------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 = 4 x 5 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL Columns 6 to be carried forward to Schedule No. 3. Grand Summary | | | | | |

Not
Applicable

Name of Bidder _____

Signature of Bidder _____

¹*All amounts shall be in Rupees.*

²*Prices shall be inclusive of all taxes as applicable.*

Schedule No. 3 - Grand Summary

| Schedule No. | Column No. | Title | TOTAL |
|---|------------|---|-------|
| 1 | 7 | Plant & Equipment and Mandatory Spares (Total EXW with ED) | |
| 1 | 10 | Plant & Equipment and Mandatory Spares (Total Sales and other Taxes) | |
| 2 | 6 | Installation and Other Services (Erection and Testing & Commissioning Services) | |
| 2A | 6 | Installation and Other Services (Freight & Insurance) | |
| GRAND TOTAL to be carried forward to Letter of Price Bid | | | |

Name of Bidder

Signature of Bidder

Schedule No. 4 - Schedule of Co-efficient and Indices for Price Adjustment

| Coefficient Scope of Index | Country of Origin; Currency of index | Source of Index Title/ Definition | Value on stated dates | |
|-------------------------------|---|--------------------------------------|-----------------------|--|
| a = | (Where. Currency of index is not relevant currency of payment, the index shall be converted in to the relevant currency at the selling rate established by the Central bank of the country) | | | |
| b = | | | | |
| c = | | | | |
| d = | | | | |
| etc. | | | | |
| | | | | |

Notes: 1. The base date shall be the date thirty (30) days prior to the Bid closing date.

2. Co-efficient and indices shall be furnished with specific reference to the items of Price Schedules.

5 Form of Bid Security

Bank Guarantee

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

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

Beneficiary:**Name and Address of Employer**

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 of contract** 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 Employer 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

6 Technical Proposal

Site Organization

Mobilization Schedule

Construction Schedule

Personnel

Proposed Subcontractors for Major Items of Plant and Services

Time Schedule

6.1 Site Organization

The Bidder shall indicate here his proposed site establishment to execute the works if the contract is awarded to him.

6.2 Mobilization Schedule

The Bidder shall indicate here his proposed mobilization schedule to execute the works if the contract is awarded to him.

6.3 Construction Schedule

The Bidder shall indicate here his proposed Construction Schedule to execute the works if the contract is awarded to him. The Construction Schedule shall match with the time for completion specified.

6.4 Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements specified in Appendix 2 of ITB (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

Form PER – 1: Proposed Personnel

| | |
|----|--------------------|
| 1. | Title of position* |
| | Name |
| 2. | Title of position* |
| | Name |
| 3. | Title of position* |
| | Name |
| 4. | Title of position* |
| | Name |

*As listed in Appendix 2 of ITB (Evaluation and Qualification Criteria).

| | | |
|--|--|--|
| | | |
| | | |

6.5 Proposed Subcontractors/Manufacturers for Major Items of Plant and Services

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item.

| Major Items of Plant and Services | Proposed Subcontractors/Manufacturers | Nationality |
|-----------------------------------|---------------------------------------|-------------|
| | | |

6.6 Manufacturer's / Service Provider's Authorization

[The Bidder shall require the Manufacturer/Service Provider's 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/ Service Provider (refer Clause 2.6).

(Manufacturer's / Service Provider'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 Employer]*

WE *[insert: name of Manufacturer Service Provider]* who are established and reputable manufacturers / Service Provider of *[insert: name and/or description of the plant & equipment or services]* 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 and services, manufactured and provided by us, and to subsequently negotiate and sign the Contract:

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

We hereby extend our full guarantee and warranty in accordance with **Clause 5.12.0** of the Special Conditions of Contract, for the above specified plant & equipment and services supporting the supply, installation and achieving of Operational Acceptance of the plant 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 and, *[insert: name of the Bidder]* have entered into a formal relationship in which, during the duration of the Contract (including 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 Employer under the Contract.

For and on behalf of the Manufacturer/Service Provider

Signed: _____

Date: _____

(This Authorization must be notarized)

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

Date:.....

Place:.....

(Signature).....

..

(Printed
Name).....

(Designation).....

..

(Common Seal).....

Note:

- 1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Manufacturer. It shall be included by the bidder in its bid.*
- 2. Above undertaking shall be registered or notarized so as to be legally enforceable.*

7 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.

7.1 Form ELI - 1: Bidder's Information Sheet

| Bidder's Information | |
|---|--|
| Bidder's legal name | |
| In case of JV, legal name of each partner | |
| Bidder's country of constitution | |
| Bidder's year of constitution | |
| Bidder's legal address in country of constitution | |
| Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address) | |
| <p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity/firm, documents, in accordance with ITB 1.1.2.1.</p> <p><input type="checkbox"/> 2. In case of single entity/firm, documents, in accordance with ITB 1.1.2.2.</p> <p><input type="checkbox"/> 3. In case of JV, documents, in accordance with ITB 1.1.2.4.</p> | |

7.2 Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

| JV Information | |
|--|--|
| Bidder's legal name | |
| JV Partner's legal name | |
| JV Partner's place of constitution | |
| JV Partner's year of constitution | |
| JV Partner's legal address. | |
| JV Partner's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address) | |
| <p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 1.1.2.4.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 1.1.2.4.</p> | |

7.3 Form LIT - Pending Litigation

Each Bidder or member of a JV must fill in this form

| Pending Litigation | | | |
|--|-------------------|----------------------------------|---|
| <input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Appendix 2 of ITB (Evaluation and Qualification Criteria) | | | |
| <input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 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 |
| | | | |
| | | | |
| | | | |
| | | | |

7.4 Form FIN - 1: Financial Situation

Each Bidder or member of a JV 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).

7.5 Form FIN - 2: Average Annual Turnover

Each Bidder or member of a JV must fill in this form

| Annual Turnover Data for the Last 3 Years | |
|--|----------------------------|
| Year | Amount (Rupees) |
| | |
| | |
| | |

Average Annual Turnover

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

7.6 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 construction cash flow demands of the subject contract or contracts as indicated in **Appendix 2 of ITB** (Evaluation and Qualification Criteria)

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

7.7 Form FIN- 4: Current Contract Commitments

Bidders and each partner to a JV 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 | Value of Outstanding Work [Rupees] | Estimated Completion Date | Average Monthly Invoicing Over Last Six Months [Rs/month] |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

7.8 Form EXP – 1: General Experience

Each Bidder or member of a JV must fill in this form

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

7.9 Form EXP – 2(a): Specific Experience

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 | <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor | |
| Total Contract Amount | (Rupees) | |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total | Amount |
| | | |
| Employer's Name Address Telephone/Fax Number E-mail | | |
| Description of the similarity in accordance with Criteria 2.4.2(a) of Section 3 | | |
| | | |

7.9 Form EXP - 2(b): Specific Experience in Key Activities

Fill up one (1) form per contract

| Contract with Similar Key Activities | | |
|---|---|--------|
| Contract No. of | Contract Identification | |
| Award Date | Completion Date | |
| Role in Contract | <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor | |
| Total Contract Amount | (Rupees) | |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total | Amount |
| Employer's Name Address Telephone Number Fax Number E-mail | | |
| Description of the key activities in accordance with Criteria 2.4.2(b) of Section 3 | | |
| | | |

Section - 3

Employer's Requirements

Section 3 - Employer's Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

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Section 3

Employer's Requirements

3.1.0 Scope of Works

- 3.1.1. The scope of supply of plant and services in details are covered in **Volume-2 (Technical Specification of Transmission Line)** of this Bidding Document.
- 3.1.2. **Annexure-I and Annexure- II, Annexure-III, of Section-1, Volume-2 of the Bidding Document.**
- 3.1.3. **The quantities in the above Annexures are provisional in nature and for bidding and for bid comparison purpose only. Quantities may vary to the extent of (+) 15 % to (-) 15% in terms of Contract Price.**
- 3.1.4. **It is also responsibility of the Contractor to obtain any road permits and any other permits or licenses to execute the works.**
- 3.1.5. **The items mentioned in these Annexures shall only be used while quoting the bid prices. If any item which is not specifically mentioned in these Annexures but required to complete the works as per Specification shall be deemed to be included in any of the items of these Annexures. 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 (Zone-6). |
| 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 valid E.H.V. Electrical Contractor Licence and Electrical Supervisory Licence issued by the Chief Electrical Inspector, Govt. of Assam, as per the provision of Law. An attested copy of the aforementioned Licence 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 authorised 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.

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 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.
- 3.8.2. 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.

- 3.8.3. 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.
- 3.8.4. 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.
- 3.8.5. 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.
- 3.8.6. 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.

- 3.8.7. 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
- 3.8.8. 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) Final survey report and profile drawings (based on survey report supplied by the Employer and check survey conducted by the Contractor) showing all details such as ground clearance, tower locations, deviation angle etc.
 - c) Tower schedule and foundation classification for individual tower locations
 - d) Tower footing earthling drawing.
 - e) Stub and stub. Setting template drawings.
 - f) Stringing procedure and stringing chart.
 - g) Tower accessories drawings like danger plate, name plate etc.
 - h) Quality plans for fabrication and site activities including Quality System.
 - i) Sub-vendors approval, etc.
 - j) Line material drawings.
 - k) Type test report for line materials.

- 3.8.9. 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 substations in printed form:

- (a) All approved drawings (AS BUILD) of equipment and works related to a particular substation in three (3) copies.
- (b) Instruction manuals of all equipment related to a particular substation 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 Quality Assurance, Inspection & Testing

3.10.1. 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.

3.11.0 Quality Assurance Documents

3.11.1. 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.

3.13.0 Inspection and Inspection Certificate

3.13.1. 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.

3.13.2. 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.

3.13.3. 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 3.14.3**. 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.

3.13.4. 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.

3.13.5. **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 design, 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.

3.13.6. 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.

3.13.7. 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.

3.14.0 Type Test Reports

3.14.1. ***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.***

3.14.2. ***All Bids must be accompanied by the Type Test Certificates of materials offered (refer Clause 3.14.5 below). Such type test certificates shall be acceptable only if tests are conducted in an independent and well known CPRI or NABL accredited testing laboratory***

3.14.3. ***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. In case of insulators the model, make offered should be type tested in CPRI or NABL accredited testing laboratory and submitted for approval.***

3.14.4. ***Type Test Reports older than five (5) years on the date of Technical bid opening shall not be accepted.***

3.14.5. ***Full Type Test Reports of at least the following equipment must be submitted along with the Bid:***

1. Power conductors
2. Disc Insulators and Insulator hardware fittings.
3. OPGW and OPGW equipment

3.14.6. **This clause has reference to bid document Clause 1.1, Appedix-2 of ITB, Section-1, 'Evaluation and Qualification Criteria'.**

3.15.0 Guaranteed Technical Particulars

3.15.1. 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.

3.15.2. 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 where stated otherwise.

3.16.0 Construction Tools, Equipment Etc.

3.16.1. 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.

3.17.0 Materials Handling and Storage

3.17.1. 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.

3.17.2. 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.

3.17.3. 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.

3.17.4. 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.

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

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

3.17.7. 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.

3.18.0 Contractor's Materials Brought on to Site

- 3.18.1. 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.
- 3.18.2. 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.
- 3.18.3. 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 **3.18.2** above and credit the proceeds thereto to the account of the Contractor.

3.19.0 Commissioning Spares

- 3.19.1. 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.
- 3.19.2. These spares shall be received and stored by the Contractor at least 3 months prior to the schedule date of commencement of commissioning of the respective equipment and utilized as and when required. The unutilised 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.

3.20.0 Specification

- 3.20.1. The technical specifications for plant and services are covered in a separate volume (**Volume-2, Technical Specification**) of this Bidding Document.

Volume – 2 : Technical Specification for Transmission Lines

- (i) Scope and General Technical Conditions
- (ii) Survey and Optimization of Tower Location
- (iii) Specification for Design and Fabrication of Transmission Line Towers
- (iv) Erection of Transmission Line
- (v) Technical Specification of Insulators & Hardware
- (vi) Technical Specification of Conductors, Ground Wires and Accessories for Conductors and Ground wire
- (vii) Schedules: Guaranteed Technical Particulars

Annexure - 2

Form of Completion Certificate

Contract: [. . . *.insert name of contract and contract identification details.* . . .]

Date:

Certificate No.:

To: [. . . *.insert name and address of Contractor.* . . .]

Dear Ladies and/or Gentlemen,

Pursuant to SCC Clause 5.6.0 of the Special Conditions of the Contract entered into between yourselves and Assam State Electricity Grid Corporation Limited dated [. . . *.insert date.* . . .], relating to the [. . . *.brief description of the Facilities* . . .], we hereby notify you that the following Works were complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said works, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: [. . . *.description* . . .]
2. Date of Completion: [. . . *.date* . . .]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Works in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

[. . . *.Signature* . . .]

Project Manager
Assam Electricity Grid Corporation Limited

Section - 4

General Conditions of Supply and Erection of AEGCL

This Section 'General Conditions of Supply and Erection of AEGCL' is available on the web site of the Employer, which is www.aegcl.co.in and 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 - 5

Special Conditions of Contract

Section 5 - Special Conditions of Contract

This Section 'SCC' is supplementary to Section -4 '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 - 5

Special Conditions of Contract

5.1.0 DEFINITION OF TERMS

“Contract” means the Contract Agreement entered into between the Employer 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).

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar month.

“Party” means the “Employer” or the “Contractor”, as the context requires.

“Employer” 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 “Employer” and shall include the bidder’s legal representatives, successors and assignees.

“Employer’s Representative” / “Project Manager” / “Engineer” means the person appointed by the Employer in the manner provided in SCC Sub-Clause 5.11.1.1 (*Employer’s Representative*) hereof and named as such in the SCC to perform the duties delegated by the Employer.

The “Sub-Contractor” shall mean the personnel named in the contract of any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the “Employer/ Employer” and the legal representatives, successors and assignees of such person.

“Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided in SCC Sub-Clause 5.11.2.1 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.

“Construction Manager” means the person appointed by the Contractor’s Representative in the manner provided in SCC Sub-Clause 5.11.2.3.

“Works” means the Plant to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.

“Plant” means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the “Works” by the Contractor under the Contract (including the spare parts to be supplied by the Contractor, but does not include Contractor’s Equipment.

“Installation Services” means all those services ancillary to the supply of the Plant for the Works, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc. as the case may require.

“Contractor’s Equipment” means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of

the “Works” that are to be provided by the Contractor, but does not include Plant, or other things intended to form or forming part of the Works.

“Site” means the land and other places upon which the Works are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

The “Contract period” means the period from the contract commencement date to the date (the warranty period is effective). Either the date of signing of the contract document or 15 days from the date of issue of the LoA/NoA (Whichever is earlier) shall be treated as the “date of commencement of contract”.

The “Specification” shall mean the “Employer’s Requirements”.

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 JURISDICTION

5.3.1. For any litigation arising out of the contract which cannot be resolve through mutual agreement or through Arbitration the honorable Gauhati 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 WORKS

5.5.1. Unless otherwise expressly limited in the ***Employer’s Requirements***, the Contractor’s obligations cover the provision of all Plant and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Plant and the installation, completion and commissioning of the Works in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, ‘***Employer’s Requirements***’. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts and accessories; Contractor’s Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Employer, as specifically provided in the ***Employer’s Requirements***.

5.5.2. The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Works as if such work and/or items and materials were expressly mentioned in the Contract.

5.6.0 TIME FOR COMMENCEMENT AND COMPLETION

5.6.1. For the purpose of determining the completion time of the Works, either the date of signing of the contract document or 15 days from the date of issue of the LoA/NoA (Whichever is earlier) shall be taken as Commencement Date of the contract..

5.6.2. The Contractor shall attain Completion of the Works (or of a part where a separate time for Completion of such part is specified in the Bidding Document), within the time stated 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 5.21.0** hereof.

- 5.6.3. As soon as the Works, in the opinion of the Contractor, been completed as per requirements of the specification/contract, the Contractor shall so notify the Employer's Representative in writing.
- 5.6.4. The Employer's Representative shall, within thirty (30) days after receipt of the Contractor's notice under **Sub-Clause 5.6.3**, either issue a Completion Certificate in the form specified by the Employer's Representative, stating that the Works thereof have reached Completion as of the date of the Contractor's notice under **Sub-Clause 5.6.3**, or notify the Contractor in writing of any defects and/or deficiencies.
- 5.6.5. If the Employer's Representative notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in **Sub-Clause 5.6.3**.
- 5.6.6. If the Employer's Representative is satisfied that the Works have reached Completion, the Employer's Representative shall, within fifteen (15) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Works have reached Completion as of the date of the Contractor's repeated notice.
- 5.6.7. If the Employer's Representative is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within fifteen (15) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.
- 5.6.8. If the Employer's Representative fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within thirty (30) days after receipt of the Contractor's notice under Sub-Clause 5.6.4 or within fifteen (15) days after receipt of the Contractor's repeated notice under Sub-Clause 5.6.6, then the supplies/works shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, as the case may be.
- 5.6.9. **The whole works under the scope of this Contract shall be completed within Twenty Four months from contract commencement.**

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. The Contract Price shall be firm and shall not subject to any alteration, except in the event of a Change in the Works or as otherwise provided in the Contract.

5.8.0 TERMS OF PAYMENT

- 5.8.1. If not provided in Contract Forms (Section-6), the Contract Price shall be paid as specified in subsequent sub-clauses.
- 5.8.2. Payment against supply items shall be made as follows:-

Progressive payments for supply items:

1. Within 60 (sixty) days from the date of submission of the invoice against supply, not more than **80% (Eighty percent)** payment of the total supply invoice value would be made, on receipt and acceptance of materials in full and good conditions (subject to availability of fund). However, GST amount on invoice would be paid 100% or as per Govt. Rules.
2. Maximum numbers of invoices/bills is to be determined as per the volume of the work.

3. Remaining 20% (Twenty percent), retention amount of that item would be released subject to fulfillment of the following conditions -

(a) Next 10% of the supply amount of that supply item would be payable on completion of 100% of the total erection, testing, commissioning works of that particular item.

(b) within 60 (sixty) days after receipt of invoice out of remaining 10% of the supply amount 5% would be paid upon issue of the Completion Certificate and balance 5% upon issue of the Operational Acceptance Certificate as per clause 25, 26 & 27 of GCC, which should be certified by the Project Authority.

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

- (a) Unconditional acceptance of the Letter of Award and signed Contract Agreement, by the contractor for supply.
- (b) Detailed Supply Plan /Project Execution Plan/ PERT chart approved by AEGCL.
- (c) Documentary evidence of dispatch (R/R or receipt of L/R)-(for Supply only.)
- (d) Contractor's detailed invoice & packing list identifying contents of each shipment/supply. -(for Supply only.)
- (e) Copy of certificate in respect of payments of State/ Central taxes, duties, levies, etc. have been made against supply of equipment/ materials through contractors/ sub-vendors under the contract, if applicable.
- (f) Certified copy of Insurance Policy/ Insurance Certificate.
- (g) Manufacturer's/ Contractor's Guarantee Certificate of Quality.
- (h) Material Dispatch Clearance Certificate (MDCC)/ Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorised Officer of the AEGCL. -(for Supply only.)
- (i) Manufacturer's/ Supplier's copy of challan.-(for Supply only.)
- (j) Copy of testing/ inspection of equipment/ material clearance certificate issued by AEGCL. -(for Supply only.)
- (k) Copy of Goods Receipt Sheet (GRS)/ Materials Received Voucher (MRV)/ Materials Handing Over Voucher (MHOV). - (for Supply only.)
- (l) Joint Measurement Sheet. - (for erection only.)
- (m) Labour Licence, Insurance, etc. - (for erection only.)
- (n) Payments would be made subject to fulfilment of the following conditions -
 - (i) Copy of invoices in duplicate with documents/ information as stated under clause (a) to (m) ,Whichever is applicable, are to be furnished sufficiently in advance.
 - (ii) Any demurrage charges on account of late intimation and/or delivery of documents by the Bank is to be borne by the supplier.
 - (iii) The supplier should intimate the dispatch of each and every consignment to the Employer and the Consignee.
 - (iv) All Bank charges are to be borne by the supplier.
 - (v) Payment through Bank for supply of equipment/ materials, dispatched by Rail would be allowed if required, however the equipment/ materials have to reach at destination/ project site in full and good condition and additional expenditure in any form for this is to be borne by the supplier. A prior approval from appropriate authority of the AEGCL is to be taken in this respect.

(VI) Payment through Bank for supply of equipment/ materials, dispatched by road transport would be allowed if required, provided that, the transport agency is approved by the Banking Association and prior approval thereof is given by the AEGCL's appropriate authority

5.8.3. Payment against Erection , Civil works Installation and Other Services shall be made as follows:-

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 **90% (ninety 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 numbers of invoices/bill is to be determined as per the volume of the work.

3. The 1st progressive erection invoice/ bill would be entertained on completion of 30% of total erection cost of the project.

4. Within 60 (sixty) days after receipt of invoice out of remaining 10% of the supply amount 5% would be paid upon issue of the Completion Certificate and balance 5% upon issue of the Operational Acceptance Certificate as per clause 25, 26 & 27 of GCC, which should be certified by the Project Authority.

In the event that the Employer fails to make any payment on its respective due date, the Employer shall not pay any interest to the Contractor.

5.8.4. ADVANCE PAYMENT

No advance payment is applicable for this contract.

5.9.0 PERFORMANCE SECURITY DEPOSIT

5.9.1. Performance Guarantee of 10% of total contract value for turnkey execution of the project in the form of Bank Guarantee (BG)/ Demand Draft (DD)/Fixed Deposit (FD) from a nationalized or scheduled Bank of RBI for a period of 62 (sixty) months from the date of supply or 56 (fifty four) months from the date of commissioning of the project, whichever is later is to be submitted within 15 days from issue of NOA with acceptance of NOA and before signing of the Contract agreement. However, BG period may be split up subject to the condition that BG would be extended from time to time to cover the warranty period. Moreover, before one month (i.e. 30 days) of expiry of the BG, renewal is to be done by the contractor if required, otherwise revocation would be done by AEGCL within claim period. BG is to be submitted strictly as per prescribed format of AEGCL. BG should remain valid up to 60 (sixty) days beyond warranty/ Performance Guarantee Period.

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

5.9.3. No interest shall be payable on such deposits.

5.10.0 RETENTION MONEY

5.10.1. No additional retention money shall be deducted apart from mentioned in clause 5.8.2 and 5.8.3.

5.10.2. No interest shall be payable on such retentions.

5.11.0 REPRESENTATIVES

5.11.1. Employer's Representative

5.11.1.1. The Chief General Manager, PP&D AEGCL shall act as Employer's Representative for purpose of this Contract. The Employer's Representative, represent and act for the Employer at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Employer's Representative, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Employer's Representative, except as herein otherwise provided.

5.11.1.2. The Employer's Representative time to time, during performance of the contract may depute other person (s) to act on behalf of him on certain or whole of his responsibilities and will notify the Contractor accordingly.

5.11.2. Contractor's Representative & Construction Manager

5.11.2.1. Within seven (7) days of signing of the Contract, the Contractor with approval of the Employer shall appoint the Contractor's Representative.

5.11.2.2. The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in SCC Sub-Clause 5.11.2.1.

5.11.2.3. From the commencement of Works at the Site until Completion, the Contractor's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, the Contractor's Representative or the Construction Manager shall appoint a suitable person to act as the Construction Manager's deputy.

5.11.2.4. The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under the Contract. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Site.

5.11.2.5. If any representative or person employed by the Contractor is removed in accordance with SCC Sub-Clause 5.11.2.4, the Contractor shall, where required, promptly appoint a replacement.

5.12.0 WARRANTY

5.12.1. The Contractor warrants that the works or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and equipment supplied and of the work executed.

- 5.12.2. The term "Period of Warranty" shall mean the period for a period of 60 (sixty) months from the date of supply or 54 (fifty four) months from the date of commissioning of the project whichever is later to **SCC Clause 5.6.0**.
- 5.12.3. If during the Period Warranty any defect should be found in the design, engineering, materials and workmanship of the plant and equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at Contractor's cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the facilities caused by such defect.
- 5.12.4. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.

5.13.0 CONTRACTOR'S DRAWINGS

- 5.13.1. All working drawings shall preferably be prepared in Autocad 2000 software or its later version. The contractor shall also submit the soft copies of all working drawings.
- 5.13.2. Within 30 days from the date of acceptance of notification of award of contract, the contractor shall send to the Employer a preliminary list of all the drawings with their respective identification numbers, titles and expected date of submission. This list shall be amended or extended by the contractors as and when necessary during the progress of the work under the contract.
- 5.13.3. All titles, notes and inscriptions on the drawings shall be in English.
- 5.13.4. All drawings which the contractor shall send to the Employer for approval shall be approved or rejected or returned for modification within 30 days of receipt by the Employer.
- 5.13.5. Upon approval by the Engineer, the drawings shall become the contract drawings and thereafter, the contractor shall not depart from them in anyway whatsoever except with the written permission of the Employer.
- 5.13.6. FINAL AS-BUILT DRAWINGS

In the final stages of the contract, the contractor shall submit to the Employer hard copies as well soft copies of complete set of built up drawings.

5.13.7. MISTAKES/ ERRORS IN DRAWINGS

- 5.13.7.1. The contractor shall be responsible and liable for any alterations of the work due to any discrepancies, errors, or omissions in the drawings or other particulars which have arisen due to inaccurate information or particulars furnished by the contractor, even though approved by the "Employer".
- 5.13.7.2. However, the "Employer/ Employer" shall be responsible for drawings and information supplied by him. The "Employer/ Employer" shall compensate for any alterations of the work necessitated by the reason of inaccurate information supplied by him to the contractor.

5.14.0 COPY RIGHT ETC

- 5.14.1. The contractor shall indemnify the employer against all claims actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India by the use of any equipment supplied by the contractor but such

indemnity shall not cost any use of the equipment other than for the purposes indicated by or reasonably to be inferred from the specification.

5.15.0 SUBLETTING CONTRACT AND SUBCONTRACTOR

5.15.1. The "Contractor" shall not, without the consent in writing of the "Employer" assign or sublet his contract, or any substantial part thereof, or interest therein or benefit or advantage whatsoever, other than for raw materials or for minor details or for any part of the work of which the sub-contractors are named in the Bid provided any such consent shall not relieve the "contractor" from any obligation, duty or responsibility under the contract.

5.16.0 QUANTITY VARIATION

5.16.1. "Employer" shall have the right to increase the ordered quantity by 20% within 50 days of the period of completion of the Works 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.

5.17.0 CO-OPERATION WITH OTHER MANUFACTURERS

5.17.1. The "Contractor" shall agree to co-operate with the Employer's other contractors for associated supplies and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication. No remuneration shall come from the "Employer" for such technical co-operation.

5.18.0 INSPECTION AND TESTING

5.18.1. The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the plant& equipment and any part of the works as are specified in the Contract.

5.18.2. The Employer and the Employer's Representative or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

5.18.3. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor 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 Employer's Representative. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Employer's Representative or their designated representatives to attend the test and/or inspection.

5.18.4. The Contractor shall provide the Employer's Representative with a certified report of the results of any such test and/or inspection.

5.18.5. If it is agreed between the Employer and the Contractor that the Employer and the Employer's Representative or their designated representatives shall not attend the test and/or inspection, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.

5.19.0 INSURANCE

5.19.1. The "Contractor" shall, have, unless, otherwise specified by the Employer, 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 employer's destination store.
- 5.19.2. The "Contractor" shall be responsible for safe arrival at destination, unloading and receipt of the materials by the consignee. The employer will discharge consignee's responsibilities only and shall not be responsible for any damage/ loss/ pilferage/ non-delivery by the carriers.
- 5.19.3. 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.
- 5.19.4. If it is considered necessary that the damage equipment either in part or in full to be sent back to the manufacturer's works for repair, the manufacturers/ suppliers will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Contractor.
- 5.19.5. 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 employer reserves the right to forfeit the security deposit and/ or adjust any outstanding payment to the "Contractor" with the Employer or take any other appropriate action.
- 5.19.6. All materials will be dispatched against clear door delivery basis unless otherwise agreed by the "Employer"

5.20.0 FORCE MAJEURE

- 5.20.1. "Force Majeure" shall mean any event beyond the reasonable control of the Employer 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.
- 5.20.2. 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.

5.20.3. 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 5.21.0**.

5.21.0 EXTENSION OF TIME FOR COMPLETION

5.21.1. 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 Employer; which justifies extension of completion time as provided in **SCC Clause 5.16.0**; and
- (b) any occurrence of Force Majeure as provided in **SCC Clause 5.20.0**.
- (c) Delay in obtaining statutory approvals, clearances, permissions, or sanctions not included in the scope of the Contractor and beyond the Contractor's control, including those to be obtained by the Employer or any statutory authority.

5.21.2. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Employer'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 Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer'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 5.24.0**.

5.22.0 LIQUIDATED DAMAGE

5.22.1. 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 5.21.0** thereof.

5.22.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.21.0**, the Contractor shall pay to the Employer 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.

5.22.3. Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Employer 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 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 5.23.0**.

5.23.0 CONTRACTUAL FAILURE

5.23.1. In the event of contractual failure of any respect on the part of the Contractor, the Employer 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 Employer's claim for damages arising out of the failure. In addition, the Employer may black-list or bans the "Contractor" or pending enquiry, suspend him or take any other steps considered suitable.

5.24.0 ARBITRATION

5.24.1. If at any time, any question, disputes or differences whatsoever shall rise between the Employer 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 Employer 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

5.24.2. The arbitration shall be conducted as per provisions of the The Arbitration and Conciliation Act 1996, shall be held at Guwahati or any other place as may be decided by the Employer. 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 Employer and the Contractor.

Section - 6

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)

Section 6 - 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.

Table of Forms

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1. Notification of Award

[AEGCL's letter head]

**Letter of Acceptance
Supply of Equipment & Materials**

[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 Contract and identification number, as given in the BDS] for the Contract Price in the aggregate of [amounts in numbers and words] [name of currency] (as per Price Schedule-1), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the 'Supply Contract' (also referred to as the 'First Contract') covering inter-alia Ex-works supply of all equipment and materials.

You are requested to furnish the Performance Security within seven (7) 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: Contract Agreement

2. Notification of Award

[AEGCL's letter head]

Letter of Acceptance Installation and Other Services

[date]

To: [Name and address of the Contractor]

This is to notify you that your Bid consisting of the Technical and Price Bids dated [date] for execution of the [name of the Contract and identification number, as given in the BDS] for the Contract Price in the aggregate of [amounts in numbers and words], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by Assam Electricity Grid Corporation Limited and it is decided to award on you the 'Installation & Other Services Contract' (also referred to as the 'Second Contract') covering inter-alia installation of all equipment and other services..

You are requested to furnish the Performance Security within seven (7) days of receipt of this letter 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: Contract Agreement

3. Contract Agreement (Supply Contract)

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 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 "Construction of tower for Forest locations for 132 Kv S/c line on D/C tower from Salakati to APM"

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 Documents | <p>1.1 Contract Documents (Reference SCC Clause 5.2.0) The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:</p> <ul style="list-style-type: none"> (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(Employer's Requirements) (g) Drawings (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 shall be added here <p>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.</p> <p>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.</p> |
|---|--|

- Article 2
Contract
Price and
Terms of
Payment**
- 2.1 **Contract Price** (Reference SCC Clause 5.7.0)
The Employer 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 No. 3 (Grand Summary).
The Contract Price is FIXED for entire period of the Contract.
- 2.2 **Terms of Payment** (Reference SCC Clause 5.8.0)
The terms and procedures of payment according to which the Employer will pay the Contractor 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 5.6.1)
The Commencement Date upon which the period until the Time for Completion of the Works shall be counted from either the date of signing of the contract document or 15 days from the date of issue of the LoA/NoA (Whichever is earlier) shall be taken as Commencement Date of the contract.
- 3.2 **Completion Time** (Reference SCC Clause 5.6.2)
The whole works under the scope of this Contract shall be completed within **24** months signing of Contract Agreement
- Article 4**
- 3.1 .
- 3.2 Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the facilities by AEGCL as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Contractor that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa and any such breach or occurrence or default giving AEGCL a right to terminate the 'Second Contract' either in full or in part, and/or recover damages there under that Contract, shall give AEGCL an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'First Contract' as well. However, such breach or default or occurrence in the 'Second Contract' shall not automatically relieve the Contractor of any of its responsibility/ obligations under this 'First Contract'. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under this 'First Contract' when installed and commissioned by the Contractor under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.
- Article 5.
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 Employer 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 Employer

[**Signature**]

[**Title**]

in the presence of

[**Signature**]

[**Title**]

Signed by, for and on behalf of the Contractor

[**Signature**]

[**Title**]

in the presence of

[**Signature**]

[**Title**]

4. Contract Agreement (Erection and Other Services)

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 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 'Installation & Other Services Contract'(also referred to as the 'Second Contract')performance of all the services covering inter-aliainstallation of all equipment and other services for the complete execution of"" **Construction of tower for Forest locations for 132 Kv S/c line on D/C tower from Salakati to APM**"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 | 1.1 Contract Documents (Reference SCC Clause 5.2.0) |
| Contract Documents | The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract: |
| | <ul style="list-style-type: none"> (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(Employer's Requirements) (g) Drawings (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 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 | 2.1 Contract Price (Reference SCC Clause 5.7.0) |
|------------------|--|

Contract Price and Terms of Payment

The Employer 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 No. 3 (Grand Summary).

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

2.2 Terms of Payment (Reference SCC Clause 5.8.0)

The terms and procedures of payment according to which the Employer will pay the Contractor 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 5.6.1)

either the date of signing of the contract document or 15 days from the date of issue of the LoA/NoA (Whichever is earlier) shall be taken as Commencement Date of the contract. **3.2 Completion Time** (Reference SCC Clause 5.6.2)

The whole works under the scope of this Contract shall be completed within **24** months from contract commencement

Article 4

4.1 Notwithstanding the award of work under two separate Contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the Contracts to achieve successful completion and taking over of the works under the package by AEGCL as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by the Contractor that any default or breach under the 'First Contract' shall automatically be deemed as a default or breach of this 'Second Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'First Contract', either in full or in part, and/or recover damages there under, shall give AEGCL an absolute right to terminate this Contract, Contractor's risk, cost and responsibility, either in full or in part and/or recover damages under this 'Second Contract' as well. However, such default or breach or occurrence in the 'First Contract', shall not automatically relieve the Contractor of any of your obligations under this 'Second Contract'. It is also expressly understood and agreed by the Contractor that the equipment/materials supplied by the Contractor under the 'First Contract', when erected, installed & commissioned by the Contractor under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

**Article 5.
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 Employer 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 Employer

[*Signature*]

[*Title*]

in the presence of

[*Signature*]

[*Title*]

Signed by, for and on behalf of the Contractor

[*Signature*]

[*Title*]

in the presence of

[*Signature*]

[*Title*]

APPENDICES

Appendix 1 - Terms and Procedures of Payment

Appendix 2 - Price Escalation

Appendix 3 - Time Schedule

Appendix 4 - List of Major Items of Plant and services and List of Approved Subcontractors

Appendix 5 - Performance Security.

- Appendix 6 – Price Schedules.
- Appendix 7 – Guaranteed and Other Technical Particulars.

Appendix 1 – Terms and Procedure of Payment

Notwithstanding any other provisions on 'Terms of Payment and Procedure of Payment' elsewhere in this Bid Document, the 'Terms and Procedure of Payment' shall be guided only by the stipulations as laid down hereunder i.e. as per the terms and conditions of 'Appendix 1' only.

In accordance with the provisions of GCC Clause 5.8.0 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules.

(A) Terms of Payment

For both Supply Part & Erection Part

As per clause 5.8.0

Appendix 2 –Price variation (Not Applicable)

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_1 = P_0 \times \left(a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} + \text{etc.} \right) - P_0$$

in which:

P_1 = adjustment amount payable to the Contractor

P_0 = Contract price (base price)

a = percentage of fixed element in Contract price ($a = \%$)

b = percentage of labor component in Contract price ($b = \%$)

c = percentage of material and equipment component in Contract price ($c = \%$)

L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively

M_0, M_1 = material and equipment indices in the country of origin on the base date and the date for adjustment, respectively

Note: ($a + b + c + \dots$) = 100%

Conditions Applicable To Price Adjustment

The bidder shall indicate the source of labour and material indices and the base date in its bid in Schedule 4 of Bid Forms, Section-2.

| Item | Source of Indices Used | Base Date Indices |
|------|------------------------|-------------------|
| | | |
| | | |

The base date shall be the date thirty (30) days prior to the Bid closing date.

The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant.

The following conditions shall apply:

- (a) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.

- (b) If the currency in which the Contract price, P_o , is expressed is different from the currency of the country of origin of the labor and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.

Appendix 3 - 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 4 - List of Major Items of Plant and Services and List of Approved Subcontractors

A list of major items of plant and services is provided below.

The following Subcontractors and/or manufacturers are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. As far as Clause 2.5 of 'Appendix-2 of ITB' is complied, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

| Major Items of Plant and Services | Approved Subcontractors/Manufacturers | Nationality |
|--|--|--------------------|
| | | |
| | | |
| | | |

Appendix 5 - Form of Performance Security**Bank Guarantee**

(To be stamped in accordance with Stamp Act)

To: _____ [name of Employer]
 _____ [address of Employer]

WHEREAS _____ [name and address of Contractor]
 (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated
 _____ to 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 Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of Guarantee]¹
 _____ [in words], such sum being payable in the 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 or sums 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 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 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 _____

¹ An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

Date _____

Appendix 6–Price Schedules

Price Schedules

Appendix 7 – Guaranteed and Other Technical Particulars

Guaranteed and Other Technical Particulars