

NATIONAL COMPETITIVE BIDDING**(e-Procurement)**<https://assamtenders.gov.in>BIDDING DOCUMENT
FOR**“Engagement of a Third-Party Agency for Conducting
Protection System Audit of Twenty (20) Grid
Substations of Assam Electricity Grid Corporation
Limited (AEGCL) in Accordance with Relevant
Regulations, Standards, and Statutory Requirements.”**FUND: “Internal Source of AEGCL”

(E-Tender)

(VOLUME -I)**BID IDENTIFICATION NO:**

AEGCL/MD/Tech-6/BD/Port. Audit/2026/BID, Date: 12.05.2026

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(AEGCL)****Bijulee Bhawan (First Floor)
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Section -1

Instructions to Bidders

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

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

Period of Completion

06 (six) months from the date of acceptance of LOA/techno-commercially clear order.

Bidders should note that time is the essence of this bid.

Bids not meeting the above time schedule shall be rejected. However, no credit will be given for earlier completion.

Bidders shall furnish a construction schedule in the form of a bar chart. The time schedule shall be consistent with the completion period specified elsewhere in the Bidding Document.

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

1.1.2. Eligible Bidders

- 1.1.2.1. Subject to meeting the Qualifying Requirements, a Bidder may be a firm or company. 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. **Joint Venture is not allowed to participate in this bidding.**

1.2.0 Contents of Bidding Document

1.2.1. Sections of Bidding Document

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

Section 1 - Instructions to Bidders (ITB) with Appendix-1 and Appendix-2

Section 2 - Bidding Forms (BDF)

Section 3 - Purchaser's Requirements (PRQ)

Section 4 – Technical Specifications

Section-5 - General Conditions of Supply and Erection of AEGCL

Section 6- Special Conditions of Contract (SCC)

Section 7 - Contract Forms and Annexures (COF)

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

- 1.2.1.3. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 1.2.1.4. The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the Invitation for Bids.
- 1.2.1.5. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 1.2.2. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 1.2.2.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS** or raise his enquirers during the pre-bid meeting if provided for in accordance with **ITB Clause 1.2.2.4**. The Purchaser will respond to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Purchaser's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under **ITB Clause 1.2.3** and **ITB Clause 1.4.2.2**.
- 1.2.2.2. The Bidder is advised to visit and examine the sites where the works are to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the sites shall be at the Bidder's own expense.
- 1.2.2.3. The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 1.2.2.4. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the **BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 1.2.2.5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than **one week** before the pre-bid meeting.
- 1.2.2.6. Minutes of the pre-bid meeting, including the text of the questions rose, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITB Clause 1.2.3** and not through the minutes of the pre-bid meeting.
- 1.2.2.7. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 1.2.3. Amendment of Bidding Document**
- 1.2.3.1. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda.

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

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

1.3.0 Preparation of Bids

1.3.1. Cost of Bidding

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

1.3.2. Language of Bid

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

1.3.3. Documents Comprising the Bid

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

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

- (a) Letter of Technical Bid;
- (b) Bid Security, in accordance with **ITB Clause 1.3.9**;
- (c) Tender Fee.
- (d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB Clause 1.3.10.1**; (i.e. Notarized Power of Attorney)
- (e) Documentary evidence establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (f) 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;
- (g) Documents as called for in **ITB Clauses 1.1.2.1, 1.1.2.2, and 1.1.2.3**;
- (h) Any other document required in the **BDS**.

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

- (i) Letter of Price Bid;
- (j) completed schedules as required, including Price Schedules, in accordance with **ITB Clauses 1.3.4 and 1.3.7**; and
- (k) any other document required in the **BDS**

1.3.4. Letter of Bid and Schedules

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

1.3.5. Documents Establishing the Eligibility and Qualifications of the Bidder

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

1.3.6. Documents Establishing Conformity of the Goods and Services

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

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

1.3.7. Bid Prices

1.3.7.1. Unless otherwise specified in the **BDS** and/or Section 3 (Purchaser's Requirements), bidders shall quote for the entire scope of supply and services on a "single responsibility" basis such that the total bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement, delivery, and completion of the entire scope.

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

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

Schedule No. 1: Service

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

1.3.7.5. The prices shall be fixed.

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

1.3.8. Period of Validity of Bids

- 1.3.8.1.** Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period **shall be rejected** by the Purchaser as non-responsive.
- 1.3.8.2.** In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with **ITB Clause 1.3.9**, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 1.3.9. Bid Security**
- 1.3.9.1.** The Bidder shall furnish as part of its bid, in original form, a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**.
- 1.3.9.2.** The bid security shall be a demand guarantee, in the forms of an unconditional bank guarantee from a Scheduled or Nationalized Bank. The bid security shall be submitted using the 'Bid Security Form' included in Section 3 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB Clause 1.3.8.2**.
- 1.3.9.3.** Bids not complying with **ITB Clause 1.3.9.1** and **ITB Clause 1.3.9.2**, **shall be rejected** by the Purchaser as **non-responsive**.
- 1.3.9.4.** The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 1.3.9.5.** The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to **ITB Clause 1.6.4**.
- 1.3.9.6.** The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB Clause 1.3.8.2** or
 - (b) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with **ITB Clause 1.6.1**; or
 - (ii) Furnish a performance security in accordance with **ITB Clause 1.6.2**.
- 1.3.10. Format and Signing of Bid**
- 1.3.10.1.** The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in **ITB Clause 1.3.3**
- 1.3.10.2.** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialised by the person signing the bid.
- 1.3.10.3.** A bid submitted by a JV shall be rejected.
- 1.3.10.4.** Any interrelations, erasures, or overwriting shall be valid only if they are signed or initialised by the person signing the bid.

1.4.0 Submission and Opening of Bids

1.4.1 On-line submission of Bids

1.4.1.1. The Technical Bid should be submitted through online portal. In addition to online submission of the technical bid, the Bidders shall submit the hardcopy of the technical bid by post or by hand or drop in the box earmarked and placed in the office of the Procuring Entity within due date and time for submission as mentioned in the **BDS and ITB (Other Clauses)**.

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

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

1.4.2 Deadline for Submission of Bids

1.4.2.1. Bids shall be received **ONLINE** on or before the date and time indicated in the **BDS**. In addition to online submission of the technical bid, the Bidders shall submit the hardcopy of the technical bid by post or by hand or drop in the box earmarked and placed in the office of the Procuring Entity within due date and time for submission as mentioned in the **BDS and ITB (Other Clauses)**.

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

1.4.3 Late Bids

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

1.4.4 Withdrawal, Substitution, and Modification of Bids

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

1.4.4.2. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

1.4.5 Bid Opening

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

1.4.5.2. First, physical envelopes marked "WITHDRAWAL" shall be opened and read out and the corresponding bid shall not be considered/ rejected with comments. No bid withdrawal shall be permitted unless the

corresponding withdrawal notice contains a valid authorization to request the withdrawal duly signed by an authorized representative and is read out at bid opening.

- 1.4.5.3.** All the Technical Bids shall be opened one at a time, and the following read out and recorded
- a. the name of the Bidder;
 - b. the presence of a Bid Security, if required; and
 - c. any other details as the Purchaser may consider appropriate.

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

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

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

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

- 1.4.5.7.** All the Price Bids shall be opened one at a time and the following read out and recorded:
- a) the name of the Bidder;
 - b) the Bid Prices, including any discounts and alternative offers; and
 - c) any other details as the Purchaser may consider appropriate.

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

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

1.5.0 Evaluation and Comparison of Bids

1.5.1 Confidentiality

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

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

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

1.5.2. Clarification of Bids

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

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

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

1.5.3. Deviations, Reservations, and Omissions

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

- a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

1.5.4. Preliminary Examination of Technical Bids

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

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

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

1.5.4.3. Preliminary Requirement of Opening of Technical BIDS

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

1.5.5. Responsiveness of Technical Bid

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

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

- a) If accepted, would:

- (i). affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or
 - (ii). limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 1.5.5.3.** The Purchaser shall examine the technical aspects of the Bid submitted in accordance with **ITB Clause 1.3.6**, Technical Proposal, in particular to confirm that all requirements of Section 3 (Purchaser's Requirements) have been met without any material deviation or reservation.
- 1.5.5.4.** If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 1.5.6. Non material Nonconformity**
- 1.5.6.1.** Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 1.5.6.2.** Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformity in the Bid related to documentation requirements. Requesting information or documentation on such non conformity shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.5.6.3.** Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Appendix-2 of ITB (Evaluation and Qualification Criteria)**.
- 1.5.7. Detailed Evaluation of Technical Bids**
- 1.5.7.1.** The Purchaser will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:
- a) overall completeness and compliance with the Purchaser's Requirements; deviations from the Purchaser's Requirements; conformity of the goods and services offered with specified performance criteria; suitability of the goods and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
 - b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
 - c) Other relevant factors, if any, listed in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.
- 1.5.8. Eligibility and Qualification of the Bidder**

- 1.5.8.1. The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.
- 1.5.8.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to relevant **ITB Clause**.
- 1.5.8.3. **An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall not open the Price Bid of the Bidder.**
- 1.5.9. **Correction of Arithmetical Errors**
- 1.5.9.1. During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
 - b) where there are errors between the total of the amounts of Schedule Nos. 1,2 & 3 and the amount given in Schedule No. 4 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 1.5.9.2. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be **disqualified and its bid security may be forfeited**.
- 1.5.10. **Evaluation of Price Bids**
- 1.5.10.1. The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used.
- 1.5.10.2. To evaluate a Price Bid, the Purchaser shall consider the following:
- a) the bid price, after including taxes, as quoted in the Price Schedules;
 - b) price adjustment for correction of arithmetical errors in accordance with **ITB Clause 1.5.9.1**; and
 - c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).
- 1.5.11. **Comparison of Bids**
- 1.5.11.1. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with **ITB Clause 1.5.10.2**.
- 1.5.12. **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 1.5.12.1. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 1.6.0 **Award of Contract**
- 1.6.1 **Award Criteria**

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

1.6.2. Notification of Award

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

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

1.6.3. Signing of Contract

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

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

1.6.4. Performance Security

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

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

APPENDIX TO ITB – 1

Bid Data Sheet (BDS)

A. Introduction

ITB 1.1.1.1	The number of the IFB is: AEGCL/MD/Tech-6/BD/Prot. Audit/2026/IFB Dated: 12.05.2026
	The Purchaser is: Assam Electricity Grid Corporation Limited.
	The name of the Bid is: “ Engagement of a Third-Party Agency for Conducting Protection System Audit of Twenty (20) Grid Substations of Assam Electricity Grid Corporation Limited (AEGCL) in Accordance with Relevant Regulations, Standards, and Statutory Requirements. ” Bid Identification Number: AEGCL/MD/Tech-6/BD/Prot. Audit/2026/BID Dated 12.05.2026
ITB 1.2.2.1	For clarification purposes only, the Purchaser’s address is: Attention: The Chief General Manager (O&M), CAR O/O The Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar Floor/Room number: Ground Floor City: Guwahati PIN Code: 781001 Country: India Telephone: +91 361 2739520 Facsimile number: +91 361 2739513 Electronic mail address: gm.mpr@aegcl.co.in (Subject: Third Party Protection Audit in twenty (20) nos. Grid substations of AEGCL as per relevant regulations & norms)
ITB 1.2.2.4	A Pre-Bid meeting shall take place on 25th May 2026 at 12:00 Hrs. Place: Conference Room, O/o the Managing Director, AEGCL, Bijulee Bhawan, Paltanbazar, Guwahati-01, Assam (Contact Person: AGM (BD), AEGCL Ph. No.: 9706420782)
ITB 1.3.3.2(h)	The Bidder shall submit with its Technical Bid the following additional documents: 1. Guaranteed and other Technical Particulars as required in Section 1 of (ECQ) & Section- 3 of the Bid Volume-I. 2. Type Test Certificates as required in Section 1 of (ECQ) & Section-3 of the Bid Volume-I. 3. Notarized Manufacturer’s Authorization (of major listed items).
ITB 1.3.7.1	Unless otherwise specifically indicated in the Section 3 (Purchaser’s Requirements), bidders shall quote for the entire plant and services on ‘single responsibility basis’.
ITB 1.3.7.5	The prices quoted by the Bidder shall be FIXED for entire period of the Contract.

ITB 1.3.8.1	The bid validity period shall be 180 (one hundred eighty) days.
ITB 1.3.9.1	The Bidder shall furnish a bid security amounting to Rs. 2,02,000.00/-
ITB 1.3.10.1	The bidding is through E-tendering portal and received online. Bidders should submit the following documents in hard copy in a separate envelop prior to bid submission deadline: a) Letter of Technical Bid; b) Written confirmation of authorization to commit the Bidder (i.e., Notarized Power of Attorney) c) Bid Security, if not paid via online mode in assam e-tender portal- https://assamtenders.gov.in However, bidder has to submit any documents in hard copy if asked by the purchaser.
ITB 1.3.10.1	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a written confirmation of Authorization to sign on behalf of the Bidder shall consist of Notarized Power of Attorney .

ITB 1.4.2.1	For bid submission purposes only, (E-tenders shall be accepted through online portal http://assamtenders.gov.in only) The purchaser's address is: The Chief General Manager (O&M), CAR O/O The Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar Floor/Room number: Ground Floor City: Guwahati PIN Code: 781001 The deadline for bid submission is Date: 08.06.2026 Time: 12.00 Hours
ITB 1.4.5.1	The bid opening of Technical Bids shall take place at Office of The Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar Floor/Room number: First Floor City: Guwahati (Assam) PIN Code: 781001 Country: India Date: 09.06.2026 Time: 14:00 Hours

APPENDIX TO ITB - 2

Evaluation and Qualification Criteria (ECQ)

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

Qualification Requirements**i. Technical Criteria:**

Sub-Category	Requirement	Details
Experience in Protection System Audits	Number of projects	At least 2 protection system audit projects for 132 kV and above since 2019 for generation/transmission utility
Consideration of Sub-Contracted Work	Restrictions	Sub-contracted work without client consent not considered
Statutory Compliance	Upload requirement	Upload statutory requirement documents as per extant rules
Project References & Testimonials	Mandatory details	Client name, Contact details, Scope, Value, Duration, Completion Certificate, Performance Report

ii. Personnel Requirements:

Designation	Qualification	Experience	Additional Notes
Team Leader (Option 1)	Bachelors in Electrical / EEE	10 years incl. 2 audits	-
Team Leader (Option 2)	Bachelor's + Master's	7 years incl. 2 audits	-
Team Leader (Option 3)	PhD + Bachelor's + Master's	3 years incl. 2 audits	-
Protection Engineer (Option 1)	Bachelors in Electrical / EEE	7 years	Minimum 3 required

Protection Engineer (Option 2)	Bachelor's + Master's	5 years	
Protection Engineer (Option 3)	PhD + Bachelor's + Master's	3 years	
Documents for Team	ID, Degree, Experience Cert., CV	-	Signed by professional and attested by employer
Team Restrictions	Only listed profiles to conduct audit	-	Changes need RPC Member Secretary approval

iii. **Financial Criteria:**

Requirement	Details
Minimum Annual Turnover	Rs. 15.00 Crores in the last 3 financial years.
Turnover Documents	Audited Balance Sheets or CA/Cost Accountant Certificate with UDIN
New Firms	Use average of completed years post-incorporation
MSEs and Start-ups	Exempted from turnover only; technical compliance mandatory

iv. **Evaluation & Selection Criteria:**

Category	Requirement	Details
Legal Eligibility	Entity Type	Registered in India or authorized international entity
Registration & Statutory	Documents	Company Registration certificates, statutory clearances, PAN, EPF, GST registration.

OEM Restriction	Self-declaration	Not an OEM or authorized rep
OEM JV Restriction	Self-declaration	No JV with OEM
Manpower Strength – Total	15 qualified engineers	Minimum BE/B.Tech in Electrical/EEE
Manpower Strength – Role	Team Leaders: 3, Protection Engineers: 10	As per qualification criteria
Experience	Minimum 7 years	In protection audits or similar projects
Past Projects	2 audits since 2019	132 kV and above substations
Turnover	Rs. 15.00 Crores	Average over last 3 financial years
Net Worth	Positive	Must be financially healthy
Solvency Certificate	Required	Valid document must be submitted
Technical Proposal	Content	Experience, Methodology, Work plan, Timelines

- v. **Technical Evaluation Criteria:** The technical evaluation will be based on the bidder's expertise, approach, and resources.

Criteria	Score
Experience – No. of Projects (≥ 4 / 3 / 2 / < 2)	30 / 20 / 10 / Not eligible.
Scale – No. of Bays/Elements audited (≥ 20 / < 20)	20 / 10
Nature – No. of Gen. Stations audited (≥ 3 / 1-2 / 0)	20 / 10 / 0
Team Lead Experience (≥ 4 / 2 / < 2 projects)	20 / 15 / Not eligible.
Protection Engineers' Experience (All / At least 2)	10 / 5

-
- vi. **Financial Evaluation:** Based on **bid price (excl. GST) Final Score = 70% Technical + 30% Financial.**
- vii. **Disqualification Clause:** Any L1 bidder in Govt. tenders in the **last 1 year** who:
- a) Refused to execute a contract, OR
 - b) Quoted unworkable prices (e.g., violating minimum wage/statutory norms), **will be disqualified** without further justification.

Section-2

BIDDING FORMS

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

1. Letter of Bid.....	Page No. 23
2. Bidder Information Sheet.....	Page No. 24
3. Bid Security Form.....	Page No. 25
4. Power of Attorney in favour of Signatory of the Bid.....	Page No. 26-27
5. Qualification Criteria.....	Page No. 28-39
6. Litigation History.....	Page No. 40
7. Affidavit regarding eligibility.....	Page No. 41
8. Milestone schedule for key activities/Bar Chart.....	Page No. 42
9. Additional Information.....	Page No. 43
10. Self-Undertaking for payment of Statutory Taxes.....	Page No. 44

1. Letter of Bid

[Bidder's Letterhead]

Date:

RFP Identification No (s):

:

:

:

Invitation for RFP 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 consultancy service, in conformity with the Bidding Document the following Services:

.....
.....
.....

(c) In line with the requirements of the bidding documents, we have uploaded on <https://assamtenders.gov.in> the Price Schedule (in excel format) duly filled-in as per your proforma.

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

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date.....

.....

2. Bidder Information Sheet

Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address	
Bidder's authorized representative (Name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. <ul style="list-style-type: none"> <input type="checkbox"/> 1. In case of single entity/firm, documents, in accordance with ITB 1.1.2.1. <input type="checkbox"/> 2. In case of single Company, documents, in accordance with ITB 1.1.2.2. 	

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date.....

.....

3. Bid Security Form

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

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

Beneficiary: **Name and Address of Purchaser**

Date:

Bid Security No.:

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

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

4. Power of Attorney in favour of Signatory of the Bid

(To be executed on non-judicial stamp paper of appropriate value applicable to the place of execution as per Stamp Act)

KNOW ALL MEN BY THESE PRESENTS THAT WE,
.....a Company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the Bidder) having been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company(insert name and designation of the person giving the power of attorney).....do hereby constitute, appoint and authorize Shri.....(insert name, designation and residential address of the person to whom the power of attorney is being given).....as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against tender notice no. including signing and submission of the bid and all other documents, information related to the bid, submission of undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees and providing responses and representing us in all the matters before the Assam Electricity Grid Corporation Limited (here-in-after called the 'Purchaser/ AEGCL' in connection with the Bid for the said tender till the completion of the bidding process, amendments in connection with tender floated by AEGCL- Tender Notice No.

I accordingly hereby nominate, constitute and appoint above namedseverally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I,have executed these presents this

theday ofat

For(Insert Name of the Bidder on whose behalf POA is executed)

.....
(Signature of Executant)

Name
Designation.....

ACCEPTED

.....
(Signature of Attorney)

Name
Designation.....

Signature of the Attorney Attested by Executant

.....
(Signature of Executant)

Name.....
Designation.....

Office Seal.....

.....
(Signature of Notary Public)

Place.....
Date.....

Note:

1. To be executed by Bidder or Lead Partner in case of a Joint Venture
2. The authority of the Executant shall be support by documentary evidence i.e., Board Resolution duly certified by the Company Secretary
3. Stamp paper to be purchased by Executant of POA or Attorney

5. Qualification Criteria

Bidder's Name and Address

To,

Chief General Manager (O&M), CAR, AEGCL

Ground Floor, Bijulee Bhawan, Paltanbazar, Ghy-01

Dear Sirs,

We seek qualification under APPENDIX TO ITB – 2 **Evaluation and Qualification Criteria (ECQ)** and our qualification data in support thereof is enclosed in the following Forms:

1	Form 5A	Financial Details of Bidder
2	Form 5B	Details of Bid Capacity Status
3	Form 5C	Details of Technical Capacity of Bidder
4	Form 5D	Present order book position
5	Form 5E	Curriculum Vitae of Key Personnel

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note: The Bidder shall enclose relevant documents like copies of attested purchase order, completion certificates, agreements etc. supporting the details/data provided in Forms - 5A to 5E.

Form-5A (1)**Bid Document No.:****(Financial details of Bidder)**

Bidder's Name and Address

To,

Chief General Manager (O&M), CAR, AEGCL
 First Floor, Bijulee Bhawan, Paltanbazar, Ghy-01

Dear Sirs,

To satisfy the requirements stipulated in APPENDIX TO ITB – 2 Evaluation and Qualification Criteria (ECQ), we provide the following details.

We confirm that our Minimum Average Annual Turnover (MAAT) during immediately preceding three financial years as on date of bid opening of technical bid for which audited annual accounts are available is not less than(insert the amount as per BDS). In support of above, we are enclosing audited annual accounts along with Chartered Accountant (CA) certificate mentioning annual turnover.

Sl. No.	Financial Year	Amount in INR	
		Single entity (Lead Partner in case of JV)	JV Partner other than Lead Partner
1.	20..-20..		
2.	20..-20..		
3.	20..-20..		
4.	Minimum Annual Turnover during immediately preceding three financial years for which audited annual accounts are available.		
5.	We have enclosed Annual accounts for the above-mentioned financial years of the firm duly certified by the statutory auditors and CA certificate	Yes/No	Yes/No

Note: Other income shall not be considered for arriving at Average Annual Turnover.

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Seal).....

Form-5A (2)**Bid Document No.:****(Financial details of Bidder)**

Bidder's Name and Address

To,

Chief General Manager (O&M), CAR, AEGCL
 First Floor, Bijulee Bhawan, Paltanbazar, Ghy-01

Dear Sirs,

To satisfy the requirements stipulated in APPENDIX TO ITB – 2 **Evaluation and Qualification Criteria (ECQ)**, we provide the following details:

We hereby confirm that our Net Worth during immediately preceding three financial years as on date of bid opening of technical bid for which audited annual accounts are available is positive.

The Details are as under:

Sl. No	Financial Year	Amount in INR	
		Single entity (Lead Partner in case of JV)	JV Partner other than Lead Partner
1.	Net Worth		
a.	20..-20..		
b.	20..-20..		
c.	20..-20..		
2.	We have enclosed Annual accounts for the above-mentioned financial years of the firm duly certified by the statutory auditors and CA certificate	Yes/No	Yes/No

Note: Net Worth means the sum total of the paid-up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but doesn't include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit & Loss account and miscellaneous expenses to the extent not adjusted or written of, if any, shall be reduced from Reserves and Surplus.

Date :

(Signature).....

Place : (Printed Name).....
(Designation).....
(Seal).....

Form-5A (3)**Bid Document No.:****(Financial details of Bidder)**

Bidder's Name and Address

To,

AEGCL
Bijulee Bhawan, Paltanbazar, Ghy-01

Chief General Manager (O&M), CAR,
First Floor,

Dear Sirs,

To satisfy the requirements stipulated in APPENDIX TO ITB – 2 **Evaluation and Qualification Criteria (ECQ)**, we provide the following details:

We hereby confirm that line(s) of credit and liquid assets and other financial resources are available for amount equal to.....(insert the amount as per BDS), duly certified by the bankers as on a date not earlier than 3 months prior to the date of bid opening of technical bid.

Sl. No.	Description	Amount in INR	
		Single entity (Lead Partner in case of JV)	JV Partner other than Lead Partner
1	Sanctioned Line of credit Bank Guarantees Cash credit Letter of credit		
2	Utilised Line of credit Bank Guarantees Cash credit Letter of credit		
3	Unutilized Line of credit Bank Guarantees Cash credit		

	Letter of credit		
4	Certificate from the Bankers in respect of unutilized Line of credit as above is enclosed at Appendix to this Form-5A		

We are also enclosing an original letter of authority to seek reference from our banks. The details are as under:

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note: In case certificates from more than one bank are submitted, the certified unutilized limit shall be of the same date from all such banks

Form-5B**Bid Document No.:**

(Bid Capacity status of Bidder)

Bidder's Name and Address

To,

Chief General Manager (O&M), CAR,
First Floor,

AEGCL

Bijulee Bhawan, Paltanbazar, Ghy-01

We hereby confirm that we are qualified for the bid as our available bid capacity is more than the <please specify amount equal to estimated cost (rounded off, if necessary)>.

The available bid capacity is calculated as per method or formula mentioned as below:

Sl. No.	Particular	Amount in INR
1.	Assessed Available Bid Capacity (A x N x 2 – B)	
2.	A= Maximum value of works including completed and works in progress executed in any one year during the last five years preceding date of bid opening (updated to the current price level as per factors given below).	
3.	N= Time period prescribed for the completion of work under evaluation [specify duration in year up to two decimal points, where 6 month and above to be treated as 1 year and less than 6 months to be treated as 0.5 year]. Refer Annexure-A (BDS)	
4.	B= Value of existing commitments and on-going works to be completed during the next months[time for completion in months prescribed for work under evaluation]	

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be certified by Chartered Accountants.

Escalation Factors (for the cost of works executed and financial figure to a common base value for works completed).

<u>Years</u>	<u>Multiply Factor</u>
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

Form-5C**Bid Document No.:****(Details of Technical Capacity of Bidder)**

Bidder's Name and Address

To,

Chief General Manager (O&M), CAR, AEGCL
 First Floor, Bijulee Bhawan, Paltanbazar, Ghy-01

Dear Sirs,

To satisfy the requirements stipulated in APPENDIX TO ITB – 2 Evaluation and Qualification Criteria (ECQ), we provide the following details.

The Details are as under:

SL. No.	Name of entity who Executed contract	Name of Owner/ Client	Type of Work	Scope of works	Specification	Schedule or Time of Completion	Actual Time of Completion	Date of Commissioning/ Submission of Report
			Substation	kV MVA			

Sl. No.	Name of entity who executed Contract	Name of Owner/Client	Type Of Work	Scope of works	Specification	Schedule Time of Completion	Actual Time of Completion	Date of Commissioning
			Line	KmkV			

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note: In support of successful execution work, enclose work order copy, work completion certificate and minimum successful operation certificate.

Form-5D**Bid Document No.:**

(Present Order Book position)

Bidder's Name and Address

To,

Chief General Manager (O&M), CAR,
First Floor,

AEGCL

Bijulee Bhawan, Paltanbazar, Ghy-01

List of works under execution and their present status as on thirty (30) days prior to date of bid submission

Sl. No.	Owner/ Client	Scope of works	Order Value	Schedule Time of Completion	Value of Outstanding work	Estimated Completion date

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format may be used and annexed to this Form if required.
- Relevant documents/LOA/Orders to be furnished to justify the data above

Form-5E**Bid Document No.:**

(Curriculum Vitae of Key Personnel)

Bidder's Name and Address

To,

Chief General Manager (O&M), CAR, AEGCL
 First Floor, Bijulee Bhawan, Paltanbazar, Ghy-01

Sl. No.	Proposed Position	Name	Position Held since	Professional Qualification	Experience in relevant Field	Any other Information

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note: Continuation sheets of like size and format may be used and annexed to this Form if required.

Form-6
(Litigation History)

Bidder's Name and Address

To,

Chief General Manager (O&M), CAR, AEGCL
First Floor, Bijulee Bhawan, Paltanbazar, Ghy-01

The Bidder should provide information on all pending litigation and arbitration, if any, resulting from contracts executed in the last five (5) years and currently under execution. These shall be treated as resolved against the bidder and so shall in total not represent more than hundred (100) percent of the bidder's Net Worth. The bidder shall note that all the pending litigations and arbitrations whether pending against itself or as a partner to past or existing Joint Venture shall be listed in Form.

Year	Cause of Litigation and brief matter in Dispute	Disputed Amount (Current Value in Indian Rupees)
		Total

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Seal).....

Form-7**(Affidavit regarding eligibility)**

(To be executed on non-judicial stamp paper)

I am the (title) and the duly authorized representative of(Name of the bidder) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I solemnly declare and affirm that neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees:

- a) Is not debarred from participation in any public procurement by any Competent Authority as per law;
- b) Is not insolvent or is in receivership or is bankrupt or is in the process of being wound up, or have entered into an arrangement with creditors;
- c) Have not been found guilty of professional misconduct by a recognized tribunal or professional body or any Government authority or judiciary;
- d) Have fulfilled obligations with regard to the payments of taxes, or other payments due in accordance with the laws India;
- e) Is not listed in RBI defaulter list.
- f) has not been blacklisted or banned or debarred by any State Government in India or Central Government or any undertaking thereof for submission of tenders.

Further, I also declare that the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator; and the company has not suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of India.

In addition, I declare that

- a) The hard copy of technical bid submitted is same as the soft copy uploaded in on website <https://assamtenders.gov.in>.
- b) We shall obtain electrical contractor license from the State of Assam before execution of Contract Agreement (if such license is not available before bid submission).

Verified on this day of of the year..... that the particulars furnished above are true and correct to the best of my knowledge and belief and nothing in material have been concealed or misrepresented therefrom.

..... (Authorized Representative and Affiant)

(The affidavit may be signed and attested in presence of a Magistrate/Notary)

Form-8**(Milestone schedule for key activities/Bar Chart)**

Bidder's Name and Address

To,

Chief General Manager (O&M), CAR, AEGCL
 First Floor, Bijulee Bhawan, Paltanbazar, Ghy-01

Dear Sirs,

We hereby declare that following program for protection audit covered under the package shall be followed by us:

Sl. No	Area/ Description of Milestone	Duration in months from Letter of Award	
		Start	Finish
1	Data Collection prior to the Audit		
2	Conducting the Audit		
3	Analysis of the Audit Findings		
4	Draft Report and Recommendation Preparation		
5	Submission of Final Audit Report		

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Seal).....

Form-9
(Additional Information)

Bidder's Name and Address

To,

Chief General Manager (O&M), CAR, AEGCL
First Floor, Bijulee Bhawan, Paltanbazar, Ghy-01

Sl. No.	Description of Information	Reference to Bidding Documents	Reference to Bid Proposal

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note: Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.

Form-10

(Self-Undertaking for payment of Statutory Taxes)

Annexure – A

Self-Undertaking for Payment of Statutory Taxes
(For New Tender Submission)

To,
 The Procuring Entity,
 [Name of Department/Organization]
 [Address]

Subject: Self-Undertaking regarding payment of statutory taxes before applying for tender
 Tender/Bid Reference No & Date: _____

1. I/We have duly paid and cleared all statutory taxes, cess, dues, and levies payable to Local Authorities, Panchayats, Municipalities, State Government, and the Central Government up to the date of this tender submission and undertake to promptly discharge any such dues that may arise during the tenure of the contract.
2. I/We shall be solely responsible for payment of all applicable taxes, including GST, duties, license fees, cess, and any other statutory liabilities arising in connection with the performance of the contract.
3. I/We undertake to immediately inform the Procuring Entity of any statutory revision, demand, or default and shall bear complete responsibility for settlement of such dues, keeping the Procuring Entity fully indemnified against any liability in this regard.
4. I/We hereby confirm that all notices, demands, or proceedings issued by any Tax Authority up to the date of this submission have been duly complied with and settled. Any outstanding demand has been disclosed to the Procuring Entity, and I/We undertake to settle the same before award of contract, keeping the Procuring Entity indemnified against any liability.
5. In case of any reduction in the rate or amount of GST, taxes, duties, or levies after the Notification of Award, the corresponding benefit shall be duly passed on to the Procuring Entity without delay.
6. This undertaking shall remain valid and binding for the entire duration of the tender evaluation and, if awarded, for the full tenure of the contract including any extensions, until its closure.
7. I/We understand that at any stage if it is found that any statement or document submitted is false/forged/invalid, the Procuring Entity has discretion to terminate the contract and proceed with alternate arrangements as per the tender's risk purchase clause if any.

I/We declare that the above statements are true to the best of my/our knowledge and belief.

Authorized Signatory

Name: _____

Designation: _____

Firm/Company Name: _____

Date: _____

Place: _____

Company Seal:

Section - 3

Employer's Requirements

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

Section 3 Employer's Requirements

1. **Objective**

The objective of this assignment is to engage an experienced and competent third-party agency for carrying out a comprehensive Protection System Audit of twenty (20) Grid Substations of Assam Electricity Grid Corporation Limited (AEGCL), to assess the adequacy, reliability, coordination, and compliance of protection systems with applicable standards and regulatory requirements.

2. **Scope of Works**

The scope of work shall include, but not be limited to, the following:

- I. Detailed Audit of the Protection System of AEGCL as per CERC [Indian Electricity Grid Code – IEGC 2023, Chapter 4 (Protection Code), Clause 15 (Protection Audit Plan), Sub-Clause (2) and Sub-Clause (4)]
- II. The audit process shall also check the compliance of the “Protection System” with the latest regulations of Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines)
- III. The Protection Audit Format/Document to be used during the auditing process should be in line with the audit formats maintained by North Eastern Regional Power Committee (NERPC), internal audit formats maintained by AEGCL and shall be finalized for audit after verification by AEGCL and NERPC.
- IV. The following points (in addition to and already comprising in the sub-clauses (I-II) are to be addressed during the auditing process:
 - a) The audit team shall analyze the relay settings at all feeders (lines, transformers, reactors, capacitor banks etc.) with respect to field data, standard protection philosophy, and Protection philosophy set by the Regional Power Committee/CEA. The recommended settings/logic upgrade (if any) shall be submitted along with the final Audit report.
 - b) The audit team shall carry out a comprehensive technical audit of the existing SCADA system, Gateway/RTU (telemetry system) installed at the substation. The scope shall include, but not be limited to the following:
 - Assessment of System Age & lifecycle
 - Obsolescence and OEM support status
 - Cybersecurity and compliance evaluation
 - Performance and functional Adequacy
 - Scalability and Integration Capability
 - Audit Findings and Recommendations
 - c) The audit team shall ensure proper configuration and healthiness of the Disturbance Recorder PC (DRPC). This includes verification of disturbance recordings (DR) triggering criteria, correct configuration of all required analog and digital channels as per applicable standards set by NERPC, and ensuring a healthy LAN/ethernet network for seamless communication.
 - d) The Audit team shall audit all renewable energy (solar) generation injection points integrated at 220kV, 132kV and 33kV levels at AEGCL substations.
 - e) The Audit team shall systematically document the number of tripping of all feeders (400kV to 33kV) level at AEGCL. The damage of equipment during the faults (if recorded any) shall be taken into account and recommendation shall be submitted. The details of equipment damage incident (if recorded any) shall be provided by AEGCL to the audit team.
 - f) The Audit team shall be checked for healthiness and its compliance with the technical standards as per Govt. approved documents (by CEA) for the below mention points:
 - Carrier Communication based Protection system and Auxiliaries

- GPS/Time Synchronization System
 - Substation LAN/Ethernet network
 - Backup power source for SCADA system
 - Auxiliary DC system (DCDB, Battery Chargers, Battery Banks)
 - Auxiliary AC system (ACDB, Diesel Generators, 33kV/415V Station Auxiliary Transformer)
 - Cooling System in the substation (Control Room, Kiosks, Battery Bank room etc.)
 - Instrument Transformers
 - Switchgear Equipment (Breakers, Disconnectors etc.)
 - Power Transformers
 - Fire Fighting System, Cooling System and overall condition monitoring system of the power transformers
 - Reactors and Capacitor Banks
 - Surge/Lightening Arresters
 - Substation and Equipment Earthing
 - Availability and Maintenance of Spares in the substation
 - Availability of redundancy schemes at the substation
 - Routine maintenance Procedures and periodic condition monitoring tests for various equipment in the substation
- g) The Audit team has verified the effectiveness, healthiness, and monitoring of the System Protection Schemes (SPS), Under Frequency Schemes and Islanding schemes (if available)
- V. The Annexure-I document from defined in the [Indian Electricity Grid Code – IEGC 2023, Chapter 4 (Protection Code), Clause 15 (Protection Audit Plan), Sub-Clause (4)] must be referred by the Audit team while preparing the final Audit report.
- VI. The final audit report shall also consider the recommendations raised in the last Audit reports (2021-2022). The work progress against the recommendations as per the last audit reports, any major non-conformity/deficiency observed is to be included in the final audit report.
- VII. The final audit report shall include all the findings and recommendations in details. The recommendations in addition to shall also state the findings as – healthy, unhealthy, absent, old and obsolete, upgradation required, maintenance/repair/retrofitting works required, maintenance procedure to be upgraded etc. along with the reason behind the findings.
- VIII. The final audit reports (in compliance with IEGC 2023) shall be submitted to AEGCL, NERLDC and NERPC.
- IX. The Auditing Agency shall assume full responsibility for the execution of the entire scope of work. All requirements, including but not limited to raw materials, lodging, and transportation necessary for carrying out the audit process, shall be arranged by the Auditing Agency.
- X. The Auditing Agency shall make its own arrangements, at its own cost and responsibility, for travel, boarding, lodging, transportation, manpower deployment, and all other logistics required for carrying out the audit at all Twenty (20) Grid Substation locations, complete in all respects and in accordance with the Scope of Work and provisions of the Bid Documents. No separate or additional payment on this account shall be borne or payable by AEGCL.
- XI. The Auditing Agency shall make its own arrangements, at its own cost and responsibility, for all tools, software, testing equipment, instruments, consumables, and any other resources required for proper execution of the work, complete in all respects and in accordance with the provisions of the Bid Documents. No separate or additional payment on this account shall be borne or payable by AEGCL.

3. For Schedule A- Protection Audit

There are three different zones in AEGCL. A total of 20 substations is selected to be audited in the first phase of 3rd Party Protection Audit. The details of substations are as follows:

1	UPPER ASSAM ZONE	i) 220/132/33kV Mariani Substation, ii) 220/132/33kV Tinsukia Substation iii) 220/132/33kV NTPS Substation
2	CENTRAL ASSAM ZONE	i) 220/132kV Sonabil Substation ii) 132/33kV Depota Substation iii) 132/33kV Karimganj Substation iv) 132/33kV Hailakandi Substation v) 132/33kV Dullavcherra Substation
3	LOWER ASSAM ZONE	i) 220/132/33kV Salakati Substation ii) 220/132/33kV Sarusajai Substation iii) 220/33kV Jwaharnagar Substation iv) 220/132/33kV Rangia Substation v) 132/33kV Kahilipara Substation vi) 132/33kV Dhaligaon Substation vii) 132/33kV Rangia Substation viii) 132/33kV Barnagar Substation ix) 132/33kV Matia Substation x) 132/33kV Kokrajhar Substation xi) 132/33kV CTPS Substation xii) 132/33kV Bagjhap Substation

Note: The rates quoted by the Bidder shall be firm and fixed for the entire Contract Period and shall not be subject to any escalation, variation, or adjustment on any account whatsoever.

The Bidder shall be deemed to have examined the Tender Documents and site conditions thoroughly and to have taken into account all factors while quoting the rates.

Section – 5
General condition of Supply and Erection of AEGCL

This Section ‘General Conditions of Supply and Erection, 2009 of AEGCL’ is supplied separately and supplementary to Section -6 ‘Special Conditions of Contract’ of this document and can be downloaded from www.aegcl.co.in .

Whenever there is a conflict, the provisions in SCC or the other Sections of this document shall prevail over those in the ‘General Conditions of Supply and Erection, 2009 of AEGCL’.

For General Conditions of Supply and Erection, 2009 of AEGCL, the website link is given below

<https://www.aegcl.co.in/rules-regulations/>

Section - 6**Special Conditions of Contract**

This Section ‘SCC’ is supplementary to Section -5 ‘General Conditions of Supply and Erection of AEGCL’.

Whenever there is a conflict, the provisions in this Section shall prevail over those in the ‘General Conditions of Supply and Erection of AEGCL’.

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Section - 6 Special Conditions of Contract

6.0.0 DEFINITION OF TERMS

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

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

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

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar month.

“Party” means the “Purchaser” or the “Supplier”, as the context requires.

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

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

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

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

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

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

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

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

6.1.0 CONTRACT DOCUMENTS

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

6.2.0 LEGAL JURISDITCTION

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

6.3.0 LANGUAGE

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

6.4.0 SCOPE OF SUPPLY

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

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

6.5.0 DELIVERY SCHEDULE

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

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

6.6.0 CONTRACT PRICE

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

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

6.7.0 TERMS OF PAYMENT

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

6.7.2. Payment against Service (Price Schedule 1) shall be made as follows: -

- A. One hundred percent (100%) of the Contract Price, inclusive of all applicable taxes and duties, for the work executed shall be released within fifteen (15) days from the date of successful completion of the entire Scope of Work as specified in the Bid Documents, duly certified by both the Engineer-in-Charge and the Work Order Issuing Authority, and subject to submission of the Contract Performance Guarantee (CPG), as applicable.

6.7.4 Procedure of Payment & Documents to be submitted with the invoice (For Turnkey Contract)**Procedure of Payment**

- i. The Contractor shall submit invoices, along with all requisite supporting documents, to the Work Order Issuing Authority for verification and certification.
- ii. Upon due verification and certification by the competent authority, all payments shall be processed and released by the Headquarters (HQ).

Documents to be submitted with the invoice

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

- i. Administrative Approval of the Work (wherever applicable).
- ii. Financial Clearance for the work (wherever applicable).

- iii. TPC/ZPC resolution/Board Approval (where necessary)
- iv. Copy of Work order.
- v. Copy of Bank Guarantee (if BG has to be submitted as per agreement)
- vi. Substation-wise Completion Certificates, duly verified by the concerned AGM (T&T) and AGM (T&C).
- vii. Completion Certificate issued by the Work Order Issuing Authority certifying completion of the entire scope of work.
- viii. Submission of the final approved consolidated report (05 sets), in both hard and soft copy formats.
- ix. Invoices in details (Three Copies under GST)

6.7.5 ADVANCE PAYMENT

No advance payment is applicable for this contract.

6.8.0 PERFORMANCE SECURITY DEPOSIT

- 6.8.1. The Supplier shall have to deposit to the extent of 10% (ten percent) of the total value of the order as performance security (Bank Guarantee), within Fifteen (15) days of receipt of notification of award, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 60 days beyond the warranty period.
- 6.8.2. If required, the supplier on his own has to renew the BG at least 1(one) month before the date of expiry of the BG; failing which the BG shall be revoked by AEGCL within the claim period without any prior intimation to the contractor
- 6.8.3. If the Supplier fails or neglects to observe, perform any of his obligations under the contract, it will be lawful for the “Purchaser” to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier.
- 6.8.4. No interest shall be payable on such deposits.

6.9.0 WARRANTY (Not Applicable)

- 6.9.1. The Supplier/Manufacturer warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract
- 6.9.2. The Supplier/Manufacturer further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination
- 6.9.3. The warranty shall remain valid for a period of **sixty (60) months** from the date of supply (the Goods having been delivered to and accepted at the final destination indicated in the Employer’s Requirement) or **54 (fifty-four) months** from the date of commissioning of the project, whichever is later.
- 6.9.4. If during the Period Warranty any defect should be found, the Purchaser shall give Notice to the Supplier/Manufacture stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier/Manufacturer to inspect such defects.
- 6.9.5. If having been notified, the Supplier/Manufacturer fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Supplier/Manufacturer, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the

Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

6.10.0 COPY RIGHT ETC

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

6.11.0 QUANTITY VARIATION

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

6.12.0 INSPECTION AND TESTING

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

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

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

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

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

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

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

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

6.13.0 INSURANCE

- 6.13.1. The “Supplier” shall, have, unless, otherwise specified by the Purchaser, insure the materials through their underwrites at their cost and shall keep it insured against any loss/ damaged/ pilferage in transit, destruction or damage by fire/ flood, without exposure to vagaries of weather or through riot, civil commotion, war or rebellion, for the full value of the materials until the materials are received at the purchaser’s destination store.
- 6.13.2. The “Supplier” shall be responsible for safe arrival at destination, unloading and receipt of the materials by the consignee. The Purchaser will discharge consignee’s responsibilities only and shall not be responsible for any damage/ loss/ pilferage/ non-delivery by the carriers.
- 6.13.3. In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the Supplier shall replace free of cost missing / damaged / lost materials within 30(thirty) days from the receipt of report thereof from the consignee(s) without waiting for settlement of their claims with their carriers / under-writers. Normally, such reports from the consignee(s) to the supplier shall be initiated within a period of 30(thirty) days from the date of receipt of each consignment by him /them.
- 6.13.4. If it is considered necessary that the damage equipment either in part or in full to be sent back to the manufacturer’s works for repair, the manufacturers/ suppliers will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Supplier.
- 6.13.5. Unless, otherwise mutually agreed upon, in case of failure by the Supplier to replenish /make good of the loss /damage /short supplied quantities, within the stipulated period, the Purchaser reserves the right to forfeit the security deposit and/ or adjust any outstanding payment to the “Supplier” with the Purchaser or take any other appropriate action.

6.14.0 FORCE MAJEURE

- 6.14.1. “Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
 - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
 - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
 - (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 6.14.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 6.14.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent

that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 6.15.0**.

6.15.0 EXTENSION OF TIME FOR COMPLETION

- 6.15.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- (a) any Change in the scope of works by the Purchaser; which justifies extension of completion time as provided in **SCC Clause 6.11.0**; and
 - (b) any occurrence of Force Majeure as provided in **SCC Clause 6.14.0**.
- 6.15.2. Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Purchaser's Representative a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to a Dispute Board, pursuant to **SCC Sub-Clause 6.18.0**.

6.16.0 LIQUIDATED DAMAGE

- 6.16.1. The Supplier guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 6.5.2**, or within such extended time to which the Supplier shall be entitled under **SCC Clause 6.15.0** hereof.
- 6.16.2. If the Supplier fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 6.15.0**, the Supplier shall pay to the Purchaser liquidated damages at the rate of **0.5 % (half percent)** of the total Contract Price per week or part thereof delay. The aggregate amount of such liquidated damages shall in no event exceed **10% (ten percent)** of the total contract price.
- However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the Works or from any other obligations and liabilities of the Supplier under the Contract.
- 6.16.3. Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Purchaser may consider following actions:
- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the supplier and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the Supplier; or
 - (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Supplier and forfeit the security deposit.
 - (c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 6.17.0**.

6.17.0 CONTRACTUAL FAILURE

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

6.18.0 ARBITRATION

- 6.18.1. If at any time, any question, disputes or differences whatsoever shall rise between the Purchaser and the Supplier, upon or in relation to or in connection with the contract, either party may forthwith give notice to the other in writing of the existence of such question of dispute or difference and the same shall be referred to the adjudication of three Arbitrators, one to be nominated by the Purchaser the other by the Supplier and the third by the President of the Institution of Engineers, India/ Retired or Sitting Judge not below the status of a retired Judge of High Court of India. If either of the parties fail to appoint its arbitrators within 60(sixty) days after receipt of notice of the appointment of arbitrators then the President of the Institution of Engineers /retired or sitting Judge of India, as the case may be, shall have the power at request of either of the parties, to appoint an Arbitrator. A certified copy of the “President” making such an appointment shall be furnished to both parties
- 6.18.2. The arbitration shall be conducted as per provisions of the Arbitration and Conciliation Act 1996, shall be held at Guwahati and Courts in Guwahati shall have the jurisdiction. The decision of the majority of Arbitrators shall be final & binding upon the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator. However, any dispute arising out of this contract will first be discussed and settled bilaterally between Purchaser and the Supplier.

Section - 7

Contract Forms

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

Contract Forms

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Notification of Award (NOA)

[AEGCL's letter head]

Letter of Intent (LOI)**Supply of Goods and Related Services**

[date]

To: [Name and address of the Supplier]

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

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

[Authorized Signature]

[Name and Title of Signatory]

Assam Electricity Grid Corporation Limited

Attachment: Contract Agreement

1. Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____,

BETWEEN

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

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

NOW IT IS HEREBY AGREED as follows:

Article 1

1.1 Contract Documents (Reference SCC Clause 6.1.0)

Contract Documents

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) (a) This Contract Agreement and the Appendices hereto
- (b) Notification of Award
- (c) Letter of Price Bid and Price Schedules submitted by the Supplier
- (d) Letter of Technical Bid and Technical Proposal submitted by the Supplier

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

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

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

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

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

Article 2

Contract Price and Terms of Payment

2.1 **Contract Price** (Reference SCC Clause 6.6.0)

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

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

2.2 **Terms of Payment** (Reference SCC Clause 6.7.0)

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

Article 3

Commencement Date and Completion Time

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

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

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

The whole scope under this Contract shall be completed within **06 (six) months** from Contract Commencement Date with following schedule:

Article 4. Appendices

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

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

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

Signed by, for and on behalf of the Purchaser

[Signature]

[Title]

in the presence of

[Signature]

[Title]

Signed by, for and on behalf of the Supplier

[Signature]

[Title]

in the presence of

[Signature]

[Title]

APPENDICES

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Time Schedule
- Appendix 3 - Performance Security.
- Appendix 4- Price Schedules.
- Appendix 5- Guaranteed and Other Technical Particulars. (If Applicable)
- Appendix 6- Special Terms and Conditions

Appendix 1 – Terms and Procedure of Payment

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

Appendix 2 - Time Schedule

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

Appendix 3 - Form of Performance Security**Bank Guarantee**

(To be stamped in accordance with Stamp Act)

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

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier/Manufacturer/Service Provider, 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 Supplier/Manufacturer/Service Provider before presenting us with the demand.

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

This guarantee shall be valid until the date, 30 days beyond the Warranty Period as per the Contract.

Signature and Seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

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

Appendix 4 – Price Schedule

Appendix 5 – Guaranteed and other Technical Particulars (If Applicable)

Appendix 6 – Special Terms and Conditions