

**BIDDING DOCUMENT**

FOR

**Height Raising of 132kV Kahilipara-Kamakhya-AIIMS Transmission Line at Barshapara flyover crossing  
under Deposit work on Turnkey Basis**

**ASSAM ELECTRICITY GRID CORPORATION  
LIMITED**



**BID IDENTIFICATION NO:**

**AEGCL/MD/Tech-338/O&M(LAR)/2024/height Raising/Lalganesh Flyover /Bid**

## SECTION 1

### INSTRUCTION TO BIDDERS

**Corporate Office,**  
**Assam Electricity Grid Corporation Limited, Bijulee Bhawan,**  
**Paltan Bazar, Guwahati-781001**  
PHONE: 0361-2739520 FAX NO.0361-2739513  
Web: [www.aegcl.co.in](http://www.aegcl.co.in) Email: [managing.director@aecgl.co.in](mailto:managing.director@aecgl.co.in)

#### 1.1.0 INTRODUCTION:

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

**a) Name of work: Height Raising of 132kV Kahilipara-Kamakhya-AIIMS Transmission Line at Barshapara flyover crossing under Deposit work on Turnkey Basis**

#### 1.2.0 INTENT OF THE TENDER ENQUIRY:

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

#### 1.3.0 SCOPE OF WORK:

1.3.1 The major scopes of work are as follows: -

- a) Desing and Supply of 4 (Four) Nos. of monopoles including nuts and bolts as per Bill of Quantity and bid specification
- b) Design and Construction of 4 (four) Nos. of foundation suitable for supplied Monopole as per BoQ and bid specification
- c) Dismantling of existing TL Towers and Erection of new Monopole, hoisting of insulators, conductor accessories, hardware, clamps and connectors etc. including installation of danger plates etc as per BoQ and bid specification.
- d) **The Manufacturer of Monopole Tower must supervise the foundation & erection work of Monopole tower.**
- e) Supply of HTLS conductor along with accessories as per Bill of Quantity and bid specification as per site requirement.
- f) Supply and erection of OPGW and accessories as per BoQ and bid specification
- g) Lowering of existing HTLS and panther conductors, Re-rolling on empty drums and Stringing of HTLS conductor as per Bill of Quantity and bid specification
- h) Freight and Transit Insurance, storage at site and site insurance of all material at site shall be in the scope of the contractor.
- i) Temporary optical fibre link arrangement for continuity of the existing link need to be provided before dismantling of the existing OPGW link.
- j) Any permits required for supply of materials shall be arranged by the contractor.
- k) **Arrangement of RoW clearances shall be in the scope of the PWD**

- 1.3.2** The Bill of Quantities for indicative purposes is furnished in Price Schedules Section of this bidding document. The BOQ is as per BOQ Schedules attached in the online e-tender document.
- 1.3.3** The quantities in the above Annexure are provisional in nature and for bid comparison purpose only. Quantities may vary to the extent of (+) 20 % to (-) 20% in terms of Contract Price.
- 1.3.4** **The bidder on its own responsibility must visit and examine the Site of Works and its surroundings and obtain information that may be necessary for preparing the bid. Non familiarity of site (of any kind whatsoever) shall not be entertained. Any permits or licenses that may be required to execute the works should also be obtained by the contractor.**
- 1.3.5** The items mentioned in these Annexures shall only be used while quoting the bid prices. Any other items not specifically mentioned in the specification but which are required for installation, testing, commissioning and satisfactory operation as per Indian Standards/IE Rules/IE Act and concerned authority regulations are deemed to be included in the scope of the specification and no deviation in this regard shall be accepted
- 1.3.6** No modifications/additions/ deletions shall be made by the bidder to the items and quantities given in these schedules.

**1.4.0 TIME SCHEDULE:**

**The successful bidder shall have to complete the works within 3 (Three) months from the date of site handover or approval of drawings whichever is earlier. Bidders should note that time is the essence of this bid.**

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

**1.5.0 ESTIMATE:**

**₹ 5,22,72,070.00** (Rupees Five Crore Twenty-Two Lakh Seventy-Two Thousand Seventy) Only  
(Including taxes)

**1.6.0 ELIGIBILITY CRITERIA:**

**1.6.1. EXPERIENCE**

**Participation as Joint Venture/Consortium is allowed for this bid. In case bidder is participating as JV, experience of each partner/ all partners combined should meet the eligibility criteria (Experience) as given below:**

**1.6.1.1 General Experience**

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

Experience as a contractor/Partner in a JV for work(s)/ contract(s) in last 5 ( ) years as on bid submission deadline.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form EXP- 1
--	-----------------------	----------------	-----------------------	----------------	-------------

#### 1.6.1.2 Specific Experience

##### (a) Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each partner	One partner	
<p>The bidder must have experience of supply or erection of Monopole. The Bidder should furnish a list of such works executed along with copy of past orders to substantiate the requirement of this clause.</p> <p><b>AND</b></p> <p>The bidder (as contractor/ partner in a JV) must have successfully completed at least 01 no. of work which consists of supply/owner supply and stringing of at least 3 Circuit Kms length in 132 KV or above transmission line using HTLS Conductor.</p> <p><b>AND</b></p> <p>The bidder must have completed similar works in last 5 (five) years.</p> <p>Bidder shall submit filled up form EXP-2 along with copy of past orders to establish its eligibility.</p>	Must meet requirement	Must meet requirement	<b>Not applicable</b>	Not Applicable	Form EXP – 2

#### 1.6.1.3 Subcontractors/Manufacturers

(If Bidder is a manufacturer or proposes to appoint subcontractor for supply of equipment required to be supplied as per this bid, he or his subcontractor must also meet the requirements of the clause 1.6.1.3).

1. Subcontractors/manufacturers for the following major items of supply must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement will result in rejection of the subcontractor/manufacturer.

Item No.	Description of Item	Minimum Criteria to be met
1	Single / Double / Multi Circuit Monopole Structure	The Bidder or if the Bidder is not a manufacturer of listed items his supplier must have designed, manufactured, type tested, supplied listed equipment, which are in successful operation for at least three (3) years The Bidder should furnish a list of such works executed along with copy of past orders to substantiate the requirement of this clause using Form EXP-2.
2	HTLS (Panther equivalent as per specification)	
3	24 Fiber OPGW Fiber Optic Cable & Associated Accessories (as per specification)	
4	Antifog Porcelain Insulators suitable for stringing of above mentioned HTLS conductor	
5	Hardware fitting suitable for above mentioned HTLS conductor	

**NOTE:**

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

(i) Manufacturer must have production facility in India, (ii) Manufacturer's authorization, using the form provided in Section 2 (Bidding Forms). The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of bidding document and meets the minimum criteria listed above for that item, (iii) Full type test certificate/GTP, (iv) Manufacturer's experience list, (v) Recent performance certificate from past clients along with supporting documents (e.g., copy of WO's/contracts & recent completion certificate). Performance certificates should not be older than five (05) years as on the date of opening of the technical bid.

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

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

**1.6.2. Financial Situation**

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

### 1.6.2.1 Historical Financial Performance

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

### 1.6.2.2 Average Annual Turnover.

Minimum <b>average annual turnover</b> of <b>Rs 1,60,00,000.00</b> calculated as total certified payments received for contracts in progress or completed, within the <b>last 3 years</b> (FY 2021-22,2022-23,2023-24)	Must Meet Requirement	Must Meet Requirement	25% Minimum	Must meet 40% of the requirement (Lead partner)	Form ' <b>FIN-2</b> '
--	-----------------------	-----------------------	-------------	---	-----------------------

### 1.6.2.3 Financial Resources/Cash Flow

Using Forms <b>FIN-3</b> and <b>FIN-4</b> , Section 4 (Bidding Forms), the bidder (Single Entity/JV) must demonstrate that the financial resources of bidder (Single Entity/JV), defined in FIN-3, less the bidder's (Single Entity/JV) financial obligations for its own current contract commitments defined in FIN-4, meet or exceed the total requirement of <b>Rs.2,60,00,000/-</b> .  <i>The Bidder (Single Entity/JV) must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the cash-flow requirement, in the prescribed format of ICAI.</i>	Must Meet Requirement	Must Meet Requirement	25% Minimum	Must meet 40% of the requirement (Lead partner)	Form ' <b>FIN-3</b> ' & Form ' <b>FIN-4</b> '
--	-----------------------	-----------------------	-------------	---	--

### Performance in earlier contracts in AEGCL.

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

The following will be considered as unsatisfactory performance:

- 1) If the bidder/JV Partner has failed to complete a contract within scheduled completion time. However, this will not apply in case the bidder has been awarded time extension without any deduction of LD.
- 2) If there is any evidence of poor workmanship by the bidder/JV Partner during execution of the contract. Execution of contract not in compliance with the approved specifications/drawings will be considered as poor workmanship.

### 1.6.3. TYPE TEST REPORT:

The offered products must be type tested at CPRI or NABL accredited test laboratory for critical performance at the time of bid submission as per latest CEA guidelines. Bidder must submit full type test reports for the offered product along with the techno-commercial bid. The bidder shall submit type test reports from CPRI or NABL accredited laboratory along with the techno-commercial bid.

### 1.7.0 SITE VISIT:

The bidders must visit and examine the sites of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. The costs of visiting the Site shall be at the bidder's own expense. The location of work is as below:

**The GPS coordinate for the Towers is as below:**

SI No	Tower Loc No	GPS Coordinates
1	Loc-8A: 132 KV D/C Monopole Bottom X-arm Ht 14m	N26° 08' 49.6'' E91° 44' 30.0''
2	Loc-8B: 132 KV D/C Monopole Bottom X-arm Ht 23m	N26° 08' 49.7'' E91° 44' 27.9''
3	Loc-9: 132 KV D/C Monopole Bottom X-arm Ht 25m	N26° 08' 49.3'' E91° 44' 25.0''
4	Loc-10: 132 KV D/C Monopole Bottom X-arm Ht 17m	N26° 08' 56.3'' E91° 44' 17.1''

For details of adjacent towers in the transmission line, bidders may visit site and acquire data as required.

### 1.8.0 QUANTUM OF WORK:

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

### 1.9.0 QUERY ON THE BIDDING DOCUMENT:

Prospective bidder may submit queries, if felt necessary, requesting clarification of any bid clause. Such queries must be submitted in the e-tendering portal latest by the **Tender clarification end date and time** mentioned in the Bid Data Sheet. Purchaser shall clarify to the extent felt necessary or issue corrigendum for any amendment required in the bidding document. Such corrigendum/clarification shall be made available in the e-tendering portal and official website of AEGCL, [www.aegcl.co.in](http://www.aegcl.co.in). Any query submitted outside the e-tender portal viz. email, or in physical letters, shall not be entertained.

#### 1.10.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids. If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

#### 1.11.0 DEADLINE FOR SUBMISSION OF BIDS

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

#### 1.12.0 SUBMISSION OF BID:

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

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

#### 1.13.0 BID VALIDITY

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

#### 1.14.0 OPENING OF TECHNO-COMMERCIAL BIDS

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

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

#### 1.15.0 EARNEST MONEY DEPOSIT (EMD):

**EMD amount mentioned in BDS must be submitted online through e-tendering portal only.** Copy of the EMD payment receipt should be submitted along with Techno-Commercial bid. The earnest money will

be released to the unsuccessful bidders on finalization of the tenders. The EMD to the successful bidder will be released on submission of Security Deposit after execution of the contract agreement.

#### 1.16.0 PRICE BASIS:

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

##### Note:

- 1) Price quoted should be without GST.
- 2) Bidders must submit the price using the price schedule available in e-tendering portal. **These are not to be submitted in the techno-commercial envelope.**

#### 1.17.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS:

During the evaluation of bids, the following definitions apply:

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

#### 1.18.0 PRELIMINARY EXAMINATION OF TECHNICAL BIDS:

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

- (a) Copy of **Online EMD payment receipt**,
- (b) Duly filled and signed **tender submission form** and
- (c) **Authorization letter of bid signatory**

**Bidder should submit hard copies of the documents mentioned above in (a), (b) and (c) in a physical envelope prior to deadline for technical bid submission. Techno-commercial bids shall be summarily rejected if these three documents are not submitted in hard copy on or before the deadline for technical bid submission.**

#### 1.19.0 RESPONSIVENESS OF TECHNO-COMMERCIAL BID:

The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive Techno-commercial Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- a) If accepted, would:
  - (i). Affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or
  - (ii). Limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
- b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

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

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

#### **1.20.0 EVALUATION OF PRICE BIDS:**

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

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

- a) The bid price excluding taxes as quoted in the Price Schedules;
- b) Price adjustment for correction of arithmetical errors.
- c) The following methodology will be practiced for identification and treatment of the Abnormally Low Bids (ALB) in this tender process of AEGCL:
  - i. Absolute Approach is to be considered when there is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is Abnormally low.
  - ii. Relative approach is to be considered when there are at least 5(five) nos. of substantially responsive bids and the lowest bid price is 20% or more below AEGCL's cost estimate. In this approach, first the Average bid price is determined and then by deducting the standard deviation from the Average bid price, potentially ALB may be determined.
- d) In case of an ALB, the tender evaluation committee/appropriate authority of the respective tenders shall undertake the following three stage review process which is as below:
  - i. To identify ALB as per the steps mentioned in SI no. 1.20.a.(i) and 1.20.b.(ii) Whichever is applicable.
  - ii. To seek and analyse the clarifications from the abnormally low Bidder in terms of resource inputs and pricing, including overheads, contingencies and profit margins. In that respect, the committee may refer to guideline of World Bank, AIIB, ADB etc. prescribed for ALB.
  - iii. To decide whether to accept or reject the bid.
  - iv. On acceptance of the bid, whether Additional Performance Security is to imposed on the bidder supplemented by adequate justification.
- e) In case of acceptance of ALB with Additional Performance Security:
  - I. If any abnormally low bid is accepted under point 1.20.d.(iii) with additional performance security, it is to be noted that the total performance security should not exceed 20% of the total contract value.
  - II. The additional performance security shall be treated as part of the original performance security and shall be valid for a period similar to that applicable for defect liability period of the contract.
  - III. Non submission of the additional performance security shall constitute sufficient ground for rejection of the bid and similar assessment shall then be initiated for next ranked bidder if that bidder is also identified as ALB.

**1.21.0 AWARD CRITERIA:**

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

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

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

**1.23.0 NOTIFICATION OF AWARD:**

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

**1.24.0 PERFORMANCE SECURITY:**

**Within 15 (five) days** of receipt of the Notification of Award from AEGCL, the successful bidder shall furnish to AEGCL a performance security in an amount of **10 (Ten) percent** of the Contract Price in accordance with the Conditions of Contract. The form of performance security provided in Section 3 of the bidding documents may be used or some other form acceptable to AEGCL. The performance guarantee BG shall be valid through 60 days beyond the guarantee period.

**1.25.0 SIGNING OF CONTRACT AGREEMENT:**

Within **15 (Fifteen) days** of receipt of the Notification of Award, the successful Bidder shall be required to sign the Contract Agreement with AEGCL using for that purpose, the contract form provided with this bidding document failing which AEGCL at its discretion may cancel the award.

**1.26.0 MANUFACTURING AUTHORISATION:**

The Bidder who is not a manufacturer of equipment(s) as required for in this bid for execution of the works shall submit a certificate of being an authorised dealer/distributor/agent of the manufacturer. **In case, the Bidder is an authorised dealer/distributor/agent, the bidder must submit with the bid, an undertaking using 'Form-MA' (Bidding Form-4).**

**Annexure to SECTION 1  
BID DATA SHEET**

<b>Name of Work</b>	Height Raising of 132kV Kahilipara-Kamakhya-AIIMS Transmission Line at Barshapara flyover crossing under Deposit work on Turnkey Basis
<b>Location of Work</b>	Barshapara, Guwahati, Assam
<b>NIT No.</b>	Note/AEGCL/MD/Tech-338/O&M(LAR)/Lalganesh Flyover/83/04.07.2025/2025/6, Date: 14.07.2025
<b>Bid Identification No.</b>	AEGCL/MD/Tech-338/O&M(LAR)/2024/height Raising/Lalganesh Flyover /Bid
<b>Estimate (In Indian Rupees)</b>	₹ 5,22,72,070.00 (Rupees Five Crore Twenty-Two Lakh Seventy-Two Thousand Seventy) Only (Including taxes)
<b>Earnest Money Deposit (EMD)</b>	₹ 10,45,000.00 (Rupees ten lakh forty-five thousand) Only
<b>Purchase's Address for correspondence</b>	The Chief General Manager(O&M), LAR AEGCL 1 <sup>st</sup> Floor, Bijulee Bhawan, Paltanbazar Guwahati (Assam) 781001  Telephone: +91 70022 16708 Electronic mail address: <a href="mailto:cgmom.lar@aegcl.co.in">cgmom.lar@aegcl.co.in</a>
<b>Pre-bid date</b>	Shall be notified, if any, in due course.
<b>Bid submission mode</b>	E-tenders shall be accepted through online portal <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> only)
<b>Address for bid opening</b>	The Chief General Manager(O&M), LAR, AEGCL Floor/Room number: <b>First Floor</b> Street Address: <b>Bijulee Bhawan, Paltanbazar</b> City: <b>Guwahati (Assam)</b> PIN Code: <b>781001</b> Country: <b>India</b>
<b>Key dates</b>	Tender publishing date: 12:00 Hrs. 15.07.2025 Tender submission start date: 12:00 Hrs. 15.07.2025 Tender clarification end date: 17:00 Hrs. 22.07.2025 Tender submission end date and time: 12:00 Hrs. 05.08.2025 Techno-commercial bid opening date: 14:00 Hrs. 05.08.2025

## SECTION -2 BIDDING FORMS

(This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid)

### Form – 1: Document checklist

SL. No.	Document to be submitted	Submitted (Yes/No)	Name of uploaded pdf
1.	Letter of technical bid (Form-2)		
2.	JV agreement/Deed of consortium (applicable only if bidder is participating as a JV/consortium)		
3.	Notarised Power of attorney for the person signing the tender		
4.	Copy of EMD payment Receipt		
5.	Bidders company/firm registration certificate/certificate of incorporation		
6.	GST registration		
7.	Manufacturing Authorization (if bidder is not the manufacturer) of the following: 1. Monopole 2. HTLS Conductor and accessories 3. OPGW 4. Hardware fittings 5. Disc Insulator		
8.	Valid Electrical license for working on 132 KV (or above) line		
9.	Filled up Form ELI-1		
10.	Filled up Form LIT		
11.	Filled up Form FIN-1		
12.	Filled up Form FIN-2		
13.	Filled up Form FIN-3		
14.	Filled up Form FIN-4		
15.	Audited Balance sheet for last three years		
16.	Bank solvency certificate/ other supporting document		
17.	Filled up Form EXP-1 & EXP-2		
18.	Order/Contract copies establishing past experience as per clause 1.6.1		
19.	Completion certificate and performance certificate of work executed as per clause 1.6.1.2		
20.	Completion schedule bar chart		
21.	Additional documents if any		

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

(In bidders letterhead)

**Form-2**  
**Letter of technical bid**

Date:

To

The Chief General Manager (O&M), LAR  
AEGCL, 1<sup>st</sup> Floor, Bijulee Bhawan,  
Paltan Bazar, Guwahati-01

Bid Identification No: **AEGCL/MD/Tech-338/O&M(LAR)/2024/height Raising/Lalganesh Flyover /Bid**

Sir,

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

**Height Raising of 132kV Kahilipara-Kamakhya-AIIMS Transmission Line at Barshapara flyover crossing under Deposit work on Turnkey Basis**

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

Common Seal and Signature of the authorised person:

Name:

Designation:

**Form – 3**

**Format for Bank Guarantee (Earnest money deposit)**

Bank Guarantee

(To be stamped in accordance with Stamp Act)

(The non-Judicial Stamp Paper should be in the name of issuing Bank)

Bank's Name:

Address of Issuing Branch or Office:

Email id and phone no for correspondence:

Beneficiary: The Managing Director, AEGCL

Name and Address of Purchaser

Bid Security No.:

We have been informed that . . . . . *name of the Bidder*. . . . . (Hereinafter called "the Bidder") intends to submit to you its bid against *Bid ref* . . . . . for Supply installation, testing & commissioning of solar street light system.

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 with address*. . . . . 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.

BG expiry date:

BG clam date:

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

**NOTE**

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

**Form 4**  
**Manufacturer's Authorization**  
(To be submitted in Manufacturer's Letterhead)

Bid No.: **AEGCL/MD/Tech-338/O&M(LAR)/2024/height Raising/Lalganesh Flyover /Bid**

To

The Chief General Manager (O&M), LAR  
AEGCL, 1<sup>st</sup> Floor, Bijulee Bhawan,  
Paltan Bazar, Guwahati-01

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

1. \_\_\_\_\_
2. \_\_\_\_\_

We hereby extend our full guarantee and warranty in accordance with **Clause 5.11.0** of the Special Conditions of Contract, for the above specified Goods supporting the Supply of specified Goods and fulfilling the Related Services by the Bidder against this Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations.

Further, we also hereby declare that we and *[insert: **name of the Bidder**]* have entered into a formal relationship in which, during the duration of the Contract (**including related services and warranty / defects liability**) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Common Seal and Signature of the authorized person:

Name:

Designation:

**NOTE:**

This MA should be signed by a person having either of the following-

- 1) Valid Power of attorney
- 2) Authorized by Managing Director
- 3) Member of Board of Directors

**Form-ELI-1**  
**Bidder's information Sheet**

Sl. No.	Particulars	Bidders response
1	Bidder's name and registered address	
2	Bidder's authorized representative, designation and contacts (Phone No. and email)	
3	GST registration no.	
4	Bid validity	180(One Hundred Eighty) Days

(Signature and common seal)

Name:

Designation:

Date:

**Form – LIT**  
**Pending Litigation**

<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in Rupees</b>	<b>Value of Pending Claim as a Percentage of Net Worth</b>

(Signature and common seal)

Name:

Designation:

Date:

**Form FIN – 1**  
**Financial Situation**

**Information from Balance Sheet**

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

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

Note: To be supported by audited financial documents

(Signature and common seal)

Name:

Designation:

Date:

**Form FIN – 2**  
**Average Annual Turnover**

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

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

(Signature and common seal)

Name:

Designation:

Date:

**Form FIN – 3**  
**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts with necessary supporting documents.

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

(Signature and common seal)

Name:

Designation:

Date:

**Form FIN – 4:**

**Financial Requirements for Current Contract Commitments**

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

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

<sup>a</sup> Remaining outstanding contract values to be calculated from 14 days prior to the bid submission deadline.

<sup>b</sup> Remaining contract period to be calculated from 14 days prior to bid submission deadline.

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

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

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

**Form – EXP-1  
EXPERIENCE**

**Bidder must fill this form to establish eligibility as per clause 1.6.1.1**

<b>Sl. No.</b>	<b>Customer name</b>	<b>Contract No. and date</b>	<b>Work order value</b>	<b>Brief description of work</b>	<b>Completion date</b>

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

(Signature and common seal)

Name:

Designation:

Date:

**Form – EXP-2**  
**EXPERIENCE**

**Bidder must fill this form to establish eligibility as per clause 1.6.1.2**

<b>Sl. No.</b>	<b>Customer name</b>	<b>Contract No. and date</b>	<b>Work order value</b>	<b>Brief description of work</b>	<b>Completion date</b>

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

(Signature and common seal)

Name:

Designation:

Date:

### Section - 3

#### Purchaser's Requirements

##### 3.1.0 SCOPE

The brief description of scope covered under this Bidding Document is furnished below. Bidders must read the bid document particularly the bid specifications thoroughly to understand the scope of work:

- a) Desing and Supply of 4 (Four) Nos. of monopoles including nuts and bolts as per Bill of Quantity and bid specification
- b) Design and Construction of 4 (four) Nos. of foundation suitable for supplied Monopole as per BoQ and bid specification
- c) Dismantling of existing TL Towers and Erection of new Monopole, hoisting of insulators, conductor accessories, hardwares, clamps and connectors etc. including installation of danger plates etc as per BoQ and bid specification.
- d) **The Manufacturer of Monopole Tower must supervise the foundation & erection work of Monopole tower.**
- e) Supply of HTLS conductor along with accessories as per Bill of Quantity and bid specification as per site requirement.
- f) Supply and erection of OPGW and accessories as per BoQ and bid specification
- g) Lowering of existing HTLS and panther conductors, Re-rolling on empty drums and Stringing of HTLS conductor as per Bill of Quantity and bid specification
- h) Freight and Transit Insurance, storage at site and site insurance of all material at site shall be in the scope of the contractor.
- i) Temporary optical fibre link arrangement for continuity of the existing link needs to be provided before dismantling of the existing OPGW link.
- j) Any permits required for supply of materials shall be arranged by the contractor.
- k) **Arrangement of RoW clearances shall be in the scope of the PWD**

##### 3.2.0 SERVICE CONDITIONS

Bidder should note the following climatic and other conditions prevailing in the location of work:

- |    |   |                               |
|----|---|-------------------------------|
| a) | Peak ambient day temperature in still air | : 45°C                        |
| b) | Minimum night temperatures                | : 0°C                         |
| c) | Ground temperatures                       | : 40°C                        |
| c) | Reference ambient day temperature         | : 45°C                        |
| d) | Relative Humidity                         | a) Maximum : 100 %            |
|    |   | b) Minimum : 10 %             |
| e) | Altitude                                  | : Below 1000 M above MSL      |
| f) | Maximum wind pressure                     | : As per IS: 802 latest code. |
| g) | Seismic Intensity                         | : ZONE-V as per IS 1893.      |

##### 3.3.0 Technical Standards

The tension string assemblies, insulator discs and hardware offered, material and processes adopted in the manufacture of insulator discs and hardware shall conform to the provision of the following standards or equivalent other international standards:

- |              |   |
|--------------|---|
| (1) IS: 731  | Specification of porcelain insulators for overhead power lines. |
| (2) IS: 2486 | Specification of insulator fittings for overhead power lines.   |

- |              |   |
|--------------|---|
| (3) IS: 2026 | Specification for recommended practice for hot dip galvanizing of steel             |
| (4) IS: 2633 | Specification for method for testing uniformity of coating on zinc coated articles. |
| (5) IS: 2107 | Specification for white hearth malleable iron castings.                             |
| (6) IS: 2108 | Specification for black hearth malleable iron castings.                             |

### **3.4.0 Conformity with Indian Electricity Rules & Other Local Regulations**

- 3.4.1. The Contractor shall note that all substation works shall comply with the latest provisions of Indian Electricity Rules and with any other regulations. Local authorities concerned in the administration of the rules and regulation relating to such works shall be consulted, if necessary, about the rules and regulations that may be applicable.
- 3.4.2. The Contractor shall also comply with the Minimum Wages Act 1948 and the payment of Wages Act (both. of the Government of India and State of Assam) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor.
- 3.4.3. All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor.

### **3.5.0 Contractor's Requirement**

- 3.5.1. **The Contractor should be in possession of a up to-date valid Labour License, ESIC registration, EPFO certificate, Electrical Contractor Licence and Electrical Supervisory Licence issued by the Chief Electrical Inspector as per the provision of Law. Attested copy of each of the aforementioned Licence must be handed over to the Owner for his record prior to handing/taking over of sites.**
- 3.5.2. **All the works shall also be inspected by the Chief Electrical Inspector, Govt. of Assam or his authorize representatives. It is the responsibility of the Contractor to obtain pre-requisite commissioning clearance of any equipment from the said Inspectorate. The Contractor will pay necessary fees to the Inspectorate, which it may levy. Concerned supervising authority of AEGCL will provide all necessary assistance in this regard.**

### **3.6.0 Standards**

- 3.6.1. The equipment covered under this bidding document shall, unless otherwise stated be designed, constructed and tested in accordance with the latest revisions of relevant Indian Standards and shall conform to the regulations of local statutory authorities.
- 3.6.2. In case of any conflict between the standards and this specification, this specification shall govern.
- 3.6.3. Equipment conforming to other international or authoritative Standards which ensure equivalent or better performance than that specified under Clause 3.6.0 above shall also be accepted. In that case relevant extracts of the same shall be forwarded with the bid.

### **3.7.0 Engineering Data**

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

### **3.8.0 Drawings and Documents for Approval**

- 3.8.1. All necessary drawings and documents required for completion of the project is to be submitted by the contractor for approval. The drawings provided with bid (if any) are for indicative purpose only and fresh drawings are to be prepared by the contractor as per actual site condition after survey. The drawings and documents are to be approved by AEGCL before procurement or commencement of work.
- 3.8.2. All drawings submitted by the Contractor including those submitted at the time of Bid shall be with sufficient detail to indicate the type, size, arrangement, dimensions, material description, Bill of Materials, weight of each

- component break-up for packing and shipment, fixing arrangement required, the dimensions required for installation and any other information specifically requested in these specifications.
- 3.8.3. Each drawing submitted by the Contractor shall be clearly marked with the name of the Employer, the specification title, the specification number and the name of the Project. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be to the scale and in S.I. units.
- 3.8.4. **The drawings submitted for approval to the Employer shall be in quadruplicate.** One print of such drawings shall be returned to the Contractor by the Employer marked "approved/approved with corrections". The contractor shall there upon furnish the Employer additional prints as may be required along with one reproducible in original of the drawings after incorporating all corrections.
- 3.8.5. The Contractor shall perform the work strictly in accordance with these drawings and no deviation shall be permitted without the written approval of the Employer, if so required.
- 3.8.6. All manufacturing, fabrication and erection work under the scope of Contractor prior to the approval of the drawings shall be at the Contractor's risk. The contractor may make any changes in the design which are necessary to conform to the provisions and intent of the contractor and such changes will again be subject to approval by the Employer.
- 3.8.7. The approval of the documents and drawings by the Employer shall mean that the Employer is satisfied that:
- a) The Contractor has completed the part of the Works covered by the subject document (i.e. confirmation of progress of work).
  - b) The Works appear to comply with requirements of Specifications.
- In no case the approval by the Employer of any document does imply compliance with neither all technical requirements nor the absence of errors in such documents. If errors are discovered any time during the validity of the contract, then the Contractor shall be responsible of their consequences.
- 3.8.8. All drawings shall be prepared using AutoCAD software version 2000 or later only. Drawings, which are not compatible to AutoCAD software version 2000 or later, shall not be acceptable. After final approval all the drawings (softcopies) shall be submitted to the Employer in suitable storage device.
- 3.8.9. All Designs/Drawings/Calculations/Data submitted by the contractor, from time to time shall become the property of the Employer and Employer has the right to use or replicate such designs for future contracts / works without the permission of the Contractor. The Employer has all rights to use/ offer above designs/drawings/data sheets to any other authority without prior Permission of the Contractor.
- 3.9.0 Final Drawings and Documents**
- 3.9.1. The successful Contractor shall require to provide following drawings and documents for each bay constructed in printed form:
- (a) All approved drawings (AS BUILD) of equipment and works related to a particular bay in three (3) copies.
  - (b) Instruction manuals of all equipment related to a particular bay in three (3) copies.
- These instruction manuals shall generally consist of-
- (i) Operation Manuals,
  - (ii) Maintenance Manuals and
  - (iii) Spare Parts Bulletins.
- (c) Copies of routine test reports (in triplicate) of relevant equipment.
  - (d) Final Guaranteed and Other technical particulars of relevant equipment.
- 3.9.2. In addition to the above the Contractor shall provide five (5) sets of all the drawings and documents to Employer in printed form for his reference and record.
- 3.10.0 Application System Software**
- 3.10.1. Contractor shall provide copies of licensed copies of application software / configuration & system software in the form of CD (in duplicate) for all IEDs, meters, SAS etc.
- 3.11.0 Quality Assurance, Inspection & Testing**
- 3.11.1. To ensure that the supply and services under the scope of this Contract whether manufactured or performed within the Contractor's works or at his Sub Contractor's premises or at site or at any other place of work are in, accordance with the specifications, the Contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the Contractor and shall be finally accepted by the Employer after discussions before the award of Contract. A quality assurance programme of the Contractor shall generally cover but not limited to the following:

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

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

#### 3.11.2. **Quality Assurance Documents**

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

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

#### 3.12.0 **Employer's Supervision**

- 3.12.1. To eliminate delays and avoid disputes and litigation it is agreed between the parties to the Contract that all matters and questions shall be resolved in accordance with the provisions of this document.
- 3.12.2. The manufacturing of the product shall be carried out in accordance with the specifications. The scope of the duties of the Employer, pursuant to the contract, will include but not be limited to the following.
  - a. Interpretation of all the terms and conditions of these Documents and Specifications.
  - b. Review and interpretation of all the Contractors drawings, engineering data etc.
  - c. Witness or authorize his representative to witness tests at the manufacturer's works or at site, or at any place where work is performed under the contract.
  - d. Inspect, accept or reject any equipment, material and work under the Contract, in accordance with the Specifications.
  - e. Issue certificate of acceptance and/or progressive payment and final payment certificate.
  - f. Review and suggest modification and improvement in completion schedules from time to time, and
  - g. Supervise the Quality Assurance Programme implementation at all stages of the works.
- 3.12.3. **Inspection and Inspection Certificate**
- 3.12.4. The Employer, his duly authorized representative and/or outside inspection agency acting on behalf of the Employer shall have, at all reasonable times, access to the premises and works of the Contractor and their sub-contractor(s)/sub-vendors and shall have the right, at the reasonable times, to inspect and examine the materials and workmanship of the product during its manufacture.
- 3.12.5. All routine and acceptance tests whether at the premises or work of, the Contractor or of any Sub Contractor, the Contractor except where otherwise specified shall carry out such tests free of charge. Items such as labour, materials, electricity, fuel, water, stores apparatus and instruments as may be reasonably demanded by the Employer/inspector or his authorized representative to carry out effectively such tests in accordance with the Contract shall be provided by the Contractor free of charge.
- 3.12.6. If desired by the Employer, the Contractor shall also carry out type tests as per applicable Standards for which Employer shall bear the expenses except in cases where such tests have to be carried out in pursuance to **Clause 3.13.3**. The Contractor is required to quote unit rates of type test charges in a separate Schedule (if such schedule is provided in the Bidding Document) in pursuance to this Clause. However, these type test charges shall not be taken into account in comparing Price Bid.

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

**3.12.8. Tests**

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

- i) Type Tests shall mean those tests, which are to be carried out to prove the process of manufacture and general conformity of the material to this Specification. These tests shall be carried out on samples prior to commencement of commercial production against the order. The Bidder shall indicate his schedule for carrying out these tests.
- ii) Acceptance Tests shall mean those tests, which are to be carried out on samples taken from each lot offered for pre-dispatch inspection, for the purposes of acceptance of that lot.
- iii) Routine Tests shall mean those tests, which are to be carried out on the material to check requirements, which are likely to vary during production.
- iv) Tests during Manufacture shall mean those tests, which are to be carried out during the process of manufacture and end inspection by the Contractor to ensure the desired quality of the end product to be supplied by him.
- v) The norms and procedure of sampling for these tests will be as per the Quality Assurance Programme to be mutually agreed to by the Contractor and the Employer.

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

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

**3.13.0 Type Test Reports**

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

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

- (a) Tests are conducted in an independent **testing laboratory with NABL accreditation**, or
- (b) Tests are conducted in manufacturer's own laboratory.

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

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

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

3.13.4. **The Validity of type test report shall be as per CEA's "Guideline for Validity period of Type Tests conducted on Major Electrical Equipment in power transmission system", file No CEA-PS-14-80/1/2019-PSETD Division- Part (2) dated 17th September, 2021.**

**3.14.0 Guaranteed Technical Particulars**

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

3.14.2. The data furnished in Guaranteed Technical Particulars should be the minimum or maximum value (as per the requirement of the specification) required. A Bidder may guarantee a value more stringent than the specification requirement. However, for testing purpose or from performance point of view, the material shall

be considered performed successfully if it achieves the minimum/maximum value required as per the technical specification. No preference what so ever shall be given to the bidder offering better/more stringent values than those required as per specification except where stated otherwise.

### **3.15.0 Construction Tools, Equipment Etc.**

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

### **3.16.0 Materials Handling and Storage**

- 3.16.1. All the supplies under the Contract as well as Employer supplied items (if any) arriving at site shall be promptly received, unloaded and transported and stored in the stores by the Contractor.
- 3.16.2. Contractor shall be responsible for examining all the shipment and notify the Employer immediately of any damage, shortage, discrepancy etc. for the purpose of Employer's information only. The Contractor shall submit to the Employer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/or in storage and erection at site. Any demurrage, and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.
- 3.16.3. The Contractor shall maintain an accurate and exhaustive record-detailing out the list of all items received by him for the purpose of erection and keep such record open for the inspection of the Employer.
- 3.16.4. All items shall be handled very carefully to prevent any damage or loss. The materials stored shall be properly protected to prevent damage. The materials from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such materials at Site.
- 3.16.5. All the materials stored in the open or dusty location must be covered with suitable weather-proof and flameproof covering material wherever applicable.
- 3.16.6. The Contractor shall be responsible for making suitable indoor storage facilities, to store all items/materials, which require indoor storage.
- 3.16.7. The Contractor shall have total responsibility for all equipment and materials in his custody, stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

### **3.17.0 Contractor's Materials brought on to Site**

- 3.17.1. The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the work under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Employer, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 3.17.2. The Employers shall have a lien on such goods for any sum or sums, which may at any time, be due or owing to him by the Contractor, under in respect of or by reasons of the Contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the Employer shall be at liberty to sell and dispose of any such goods, in such manner, as he shall think fit including public auction or private treaty.
- 3.17.3. After the completion of the Works, the Contractor shall remove from the Site under the direction of the Employer's site representative, the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Employer's site representative. If the Contractor fails to remove such materials within fifteen (15) days of issue of a notice by the Employer's site representative, the Employer's site representative shall have the liberty to dispose of such materials as detailed under clause 3.17.2 above and credit the proceeds thereto to the account of the Contractor.

### **3.18.0 Commissioning Spares**

- 3.18.1. It will be the responsibility of the Contractor to provide all commissioning spares required for initial operation till the Employer declares the equipment as ready for commissioning. All commissioning spares shall be deemed to be included in the scope of the Contract at no extra cost to the Employer.
- 3.18.2. These spares shall be received and stored by the Contractor at least 1 month prior to the schedule date of commencement of commissioning of the respective equipment and utilized as and when required. The

unutilized spares and replaced parts, if any, at the end of successful completion of performance and guarantee test shall be the property of the Contractor and he will be allowed to take these parts back at his own cost with the permission of Employer's Representative.

### **3.20.0 TECHNICAL SPECIFICATION**

- i) **The Technical Specification for Monopole design, foundation and erection will be as per "STANDARD TECHNICAL SPECIFICATION FOR STEEL MONOPOLE STRUCTURE FOR AC TRANSMISSION LINE" issued by CENTRAL ELECTRICITY AUTHORITY dated July 2022**
- ii) **The Technical specification of HTLS and OPGW has been enclosed as Appendix-5**

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

***This Section 'General Conditions of Supply and Erection of AEGCL, 2009' supplementary to Section -5 'Special Conditions of Contract' of this document and can be downloaded from [www.aegcl.co.in](http://www.aegcl.co.in). Whenever there is a conflict, the provisions in SCC or the other Sections of this bid document shall prevail over those in the 'General Conditions of Supply and Erection of AEGCL'.***

## Section - 5 Special Conditions of Contract

### 5.1.0 DEFINITION OF TERMS

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

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

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

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar month.

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

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

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

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

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

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

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

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

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

### 5.2.0 CONTRACT DOCUMENTS

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

### 5.3.0 LEGAL JURISDICTION

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

### 5.4.0 LANGUAGE

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

### 5.5.0 SCOPE OF WORK

- 5.5.1. The Goods and Related Services to be supplied shall be as specified in section 3- Purchaser’s requirement and quantity as stated in Schedule No. 1 of Section -2, Bidding Forms.

- 5.5.2. **Unless otherwise stipulated in expressly limited in the Purchaser’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.**

#### **5.6.0 DELIVERY SCHEDULE**

- 5.6.1. The successful bidder shall have to complete the works within 3 (Three) months from the date of site handover or approval of drawings whichever is earlier.
- 5.6.2. The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Article 3 of the Contract Agreement (Contract Forms) or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.16.0** hereof.

#### **5.7.0 CONTRACT PRICE**

- 5.7.1. The Contract Price shall be as specified in **Article 2 (Contract Price)** of the Contract Agreement.
- 5.7.2. Unless an escalation clause is provided for in the **Article 2 (Contract Price)**, the Contract Price shall be a firm shall not subject to any alteration, except in the event of a Change in the scope or changes in applicable tax rates or as otherwise provided in the Contract.

#### **5.8.0 TERMS OF PAYMENT**

- 5.8.1. The contract price shall be paid as specified in subsequent sub-clauses, if not provided in Contract Forms, Section-6.

##### **For payment against Supply and F&I:**

###### **A. Progressive Payments for supply items within the country:**

1. Within 60 (sixty) days from the date of submission of the supply invoice, not more than 60% (sixty percent) payment of the total supply invoice value would be made on receipt and acceptance of materials in full and good condition. However, GST amount on invoice would be paid 100% or as per Govt. Rules and subject to availability of Fund.
2. Maximum, 10 (ten) Nos. of progressive supply invoices would be entertained.
3. Remaining 40% (forty percent), retention amount would be released subject to fulfillment of the following conditions:
  - a) 50% of balance supply amount would be paid on completion of 50% of the total erection works of the project.
  - b) Remaining 50% of the supply amount would be paid on completion of 100% erection, testing and commissioning activities of the project, which should be certified by the project manager.

##### **For payment against Installation and other services:**

###### **B. Progressive Payments for erection work:**

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

Further, Performance Guarantee as per clause 5.9 in the form of Bank Guarantee (BG)/Demand Draft (DD)/ Fixed Deposit (FD) from a nationalized bank or scheduled bank of RBI for a period of 60 (Sixty) Months from the date of

supply or 54 (Fifty-Four) months from the date of commissioning of the project, whichever is later is to be submitted with acceptance of LOI and before signing of the contract agreement. However, BG period may be split up subject to the condition that BG would be extended from time to time to cover the warranty period. Moreover, before one month (i.e 30 days) of expiry of the BG, renewal is to be done by the contractor if required, otherwise revocation would be done by AEGCL within claim period. BG is to be submitted strictly as per prescribed format of AEGCL. BG should be valid up to 60 (sixty) days beyond Warranty/ Performance Guarantee Period.

5.8.2. Documents required along with invoice: Following documents need to be submitted along with invoice – Payment of invoice would be entertained subject to submission of the following documents with the invoice –

- (a) Unconditional acceptance of the Letter of Award and signed Contract Agreement, by the contractor for supply.
- (b) Detailed Supply Plan /Project Execution Plan/ PERT chart approved by AEGCL.
- (c) Documentary evidence of dispatch (R/R or receipt of L/R)-(for Supply only.)
- (d) Contractor's detailed invoice & packing list identifying contents of each shipment/supply. -(for Supply only.)
- (e) Copy of certificate in respect of payments of State/ Central taxes, duties, levies, etc. have been made against supply of equipment/ materials through contractors/ sub-vendors under the contract, if applicable.
- (f) Certified copy of Insurance Policy/ Insurance Certificate.
- (g) Manufacturer's/ Contractor's Guarantee Certificate of Quality.
- (h) Material Dispatch Clearance Certificate (MDCC)/ Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorised Officer of the AEGCL. -(for Supply only.)
- (i) Manufacturer's/ Supplier's copy of challan. - (for Supply only.)
- (j) Copy of testing/ inspection of equipment/ material clearance certificate issued by AEGCL. -(for Supply only.)
- (k) Copy of Goods Receipt Sheet (GRS)/ Materials Received Voucher (MRV)/ Materials Handing Over Voucher (MHOV). - (for Supply only.)
- (l) Joint Measurement Sheet. - (for erection only.)
- (m) Labour Licence, Insurance, etc. - (for erection only.)

5.8.3. Payments would be made subject to fulfilment of the following conditions -

- (i) Advance copy of invoices in duplicate with documents/ information as stated under clause (a) to (m), Whichever is applicable, are to be furnished sufficiently in advance.
- (ii) Any demurrage charges on account of late intimation and/or delivery of documents by the Bank is to be borne by the supplier.
- (iii) The supplier should intimate the dispatch of each and every consignment to the Purchaser and the Consignee.
- (iv) All Bank charges are to be borne by the supplier.
- (v) Payment through Bank for supply of equipment/ materials, dispatched by Rail would be allowed if required, however the equipment/ materials have to reach at destination/ project site in full and good condition and additional expenditure in any form for this is to be borne by the supplier. A prior approval from appropriate authority of the AEGCL is to be taken in this respect.
- (vi) Payment through Bank for supply of equipment/ materials, dispatched by road transport would be allowed if required, provided that, the transport agency is approved by the Banking Association and prior approval thereof is given by the AEGCL's appropriate authority.

5.8.4. ADVANCE PAYMENT

No advance payment is applicable for this contract.

5.9.0 PERFORMANCE SECURITY DEPOSIT

- 5.9.1. The Supplier shall have to deposit to the extent of 10% (ten percent) of the total value of the order (or to the extent of 20% of the total value of order, in case of acceptance of Abnormally Low Bid as per Office Order MD/AEGCL/Board Agenda/2019/32 dated 18.04.2021) as performance security (Bank Guarantee), within fifteen (15) days of receipt of LoA, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 30 days beyond the warranty period.
- 5.9.2. 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
- 5.9.3. 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.
- 5.9.4. No interest shall be payable on such deposits.

5.10.0 RETENTION MONEY

- 5.10.1. Deduction shall be as per payment terms clause no. 5.8.1.
- 5.10.2. No interest shall be payable on such deductions/retentions.

5.11.0 WARRANTY

- 5.11.1. The Contractor/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.
- 5.11.2. The Contractor/Manufacturer further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 5.11.3. The warranty shall remain valid for a period of **60 (Sixty) Months from the date of supply or 54 (Fifty-Four) months from the date of commissioning of the project, whichever is later**, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Purchaser's Requirement. Bidder may at its discretion offer extra warranty which shall be evaluated in the mark-based evaluation system
- 5.11.4. If during the Period Warranty any defect should be found, the Purchaser shall give Notice to the Contractor/Manufacturer 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 Contractor/Manufacturer to inspect such defects.
- 5.11.5. If having been notified, the Contractor/Manufacturer fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Contractor/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 Contractor or may be deducted by the Purchaser from any monies due the Contractor or claimed under the Performance Security.

5.12.0 QUANTITY VARIATION

- 5.12.1. "Purchaser" shall have the right to increase/decrease the ordered quantity by 35% within 50 days of the period of completion and the same shall be carried out at the same rates /prices and terms and conditions stipulated in the contract except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

#### **5.13.0 INSPECTION AND TESTING**

- 5.13.1. The Contractor 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, Purchaser's Requirements.
- 5.13.2. The inspections and tests shall generally be conducted on the premises of the Contractor/Manufacturer. Subject to Sub-Clause 5.13.3, The Contractor shall furnish, all reasonable facilities and assistance, including access to drawings/process chart and production data to the inspectors at no charge to the Purchaser.
- 5.13.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in SCC Sub-Clause 5.13.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 5.13.4. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice (not less than 21 days) of such test and/or inspection and of the place and time thereof to the Purchaser. The Contractor 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.
- 5.13.5. The Contractor/manufacturer shall provide the Purchaser with a certified report of the results of any such test and/or inspection.
- 5.13.6. 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 Contractor 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 5.13.4
- 5.13.7. If it is agreed between the Purchaser and the Contractor that the Purchaser shall not attend the test and/or inspection, then the Contractor may proceed with the test and/or inspection, and should provide the Purchaser with a certified report of the results thereof.
- 5.13.8. The Contractor 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 5.13.5 & 5.13.7, shall release the Contractor from any warranties or other obligations under the Contract.

#### **5.14.0 INSURANCE**

- 5.14.1. The "Contractor" shall, have, unless, otherwise specified by the Purchaser, insure the materials through their underwrites at their cost and shall keep it insured against any loss/ damaged/ pilferage in transit, destruction or damage by fire/ flood, without exposure to vagaries of weather or through riot, civil commotion, war or rebellion, for the full value of the materials until the materials are received at the purchaser's destination store.
- 5.14.2. The "Contractor" shall be responsible for safe arrival at destination, unloading and receipt of the materials by the consignee. The Purchaser will discharge consignee's responsibilities only and shall not be responsible for any damage/ loss/ pilferage/ non-delivery by the carriers.
- 5.14.3. In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the Contractor 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 Contractor shall be initiated within a period of 30(thirty) days from the date of receipt of each consignment by him /them.
- 5.14.4. If it is considered necessary that the damaged equipment either in part or in full to be sent back to the manufacturer's works for repair, the manufacturer's/ Contractors will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Contractor.

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

#### **5.15.0 FORCE MAJEURE**

- 5.15.1. "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
  - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
  - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
  - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
  - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
  - (f) shortage of labor, materials or utilities were caused by circumstances that are themselves Force Majeure.
- 5.15.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 5.15.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 5.16.0**.

#### **5.16.0 EXTENSION OF TIME FOR COMPLETION**

- 5.16.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- (a) any Change in the scope of works by the Purchaser; which justifies extension of completion time as provided in **SCC Clause 5.12.0**; and
  - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.15.0**.
- 5.16.2. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Purchaser's Representative a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Purchaser's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to **SCC Sub-Clause 5.19.0**.

#### **5.17.0 LIQUIDATED DAMAGE**

- 5.17.1. The Contractor guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 5.6.2**, or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.16.0** hereof.
- 5.17.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.16.0**, the Contractor shall pay to the Purchaser liquidated damages at the rate of **1% (one percent)** of the total Contract Price per week or part thereof delay. The aggregate amount of such liquidated damages shall in no event exceed **10% (ten percent)** of the total contract price. However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Contract.
- 5.17.3. Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Purchaser may consider following actions:
- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the Contractor; or
  - (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor and forfeit the security deposit.
  - (c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 5.18.0**.

#### **5.18.0 CONTRACTUAL FAILURE**

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

#### **5.19.0 ARBITRATION**

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

## **Section 6 - Contract Forms**

**This Section contains the format for Notification of Award, the Contract Agreement and Appendices to the Contract Agreement which, once completed, will form the Contract along with the Section 4 and Section 5. The Bidder should note that this Section shall be completed fully at the time of Contract signing.**

[AEGCL's letter head]

### Notification of Award

[ date ]

To: [ Name and address of the Contractor ]

This is to notify you that your Bid dated *[date]* for execution of the *[ name of the work]* against *[Bid identification number]* for the Contract Price in the aggregate of Rupees *[ amounts in numbers and words ]* (as per Price Schedule-1), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the ('\_\_\_\_\_ **Name of work** \_\_\_\_\_') covering inter-alia supply of all equipment and services specified in bidding document.

You are requested to furnish the Performance Security within fifteen (15) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 6 (Contract Forms) of the Bidding Document.

[ Authorized Signature ]

[ Name and Title of Signatory ]

Assam Electricity Grid Corporation Limited

Attachment: 1) Price schedule (with arithmetic correction if any)  
2) Draft Contract agreement

STAMP(Rs. 100, Non Judicial)

**1. Contract Agreement**

(Supply and related services Contract)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
BETWEEN

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

WHEREAS AEGCL desires to engage the Contractor to the 'Ex-works Supply Contract' (also referred to as the 'First Contract') covering inter-alia supply of all equipment and materials for the complete execution of **Height Raising of 132kV Kahilipara-Kamakhya-AIIMS Transmission Line at Barshapara flyover crossing under Deposit work on Turnkey Basis** as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1**

**Contract Documents**

**1.1 Contract Documents** (Reference SCC Clause 5.2.0)

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

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Price Bid and Price Schedules submitted by the Contractor
- (c) Letter of Technical Bid and Technical Proposal submitted by the Contractor
- (d) Special Conditions of Contract
- (e) General Conditions of Supply and Erection.
- (f) Specification (Purchaser's Requirements)
- (g) Drawings (Purchaser's Requirements)
- (h) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
- (i) Guaranteed and other Technical Particulars (as submitted with the Bid).
- (j) Any other documents shall be added here

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

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

**1.3 Definitions** (Reference SCC Clause 5.1.0)

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

**Article 2**  
**Contract Price and**  
**Terms of Payment**

- 2.1 **Contract Price** (Reference SCC Clause 5.7.0)  
The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall [ . . . **amounts in rupees in words** . . . ], [ . . . **amounts in figures** . . . ] as specified in Price Schedule No. 3 (Grand Summary).  
**The Contract Price is fixed.**
- 2.2 **Terms of Payment** (Reference SCC Clause 5.8.0)  
The terms and procedures of payment according to which the Purchaser will pay the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

**Article 3**  
**Commencement Date**  
**and Completion Time**

- 3.1 **Commencement Date** (Reference SCC Clause **Error! Reference source not found.**)  
The Commencement Date upon which the period until the Time for Completion of the Works shall be counted from is the date when this Contract Document is signed.
- 3.2 **Completion Time** (Reference SCC Clause 5.6.2)  
The whole works under the scope of this Contract shall be completed within 3 (Three) months from the date of site handover or approval of drawings whichever is earlier with following schedule:

**Article 4. Appendices**

- 4.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
- 4.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

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

Signed by, for and on behalf of the  
Purchaser

Signed by, for and on behalf of the  
Contractor

[ **Signature** ]

[ **Signature** ]

[ **Title** ]

[ **Title** ]

in the presence of

in the presence of

[ **Signature** ]

[**Signature** ]

[ **Title** ]

[**Title** ]



## APPENDICES

- Appendix 1 - Special Conditions of Contract
- Appendix 2 - Completion schedule (bar chart)
- Appendix 3 - Performance Security.
- Appendix 4 - Price Schedule.
- Appendix 5 - Guaranteed Technical Particulars  
(Other documents if required shall be added here)

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

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

**Beneficiary: Managing Director, AEGCL  
Name and Address of Purchaser**

**Bank's Name:  
Address of Issuing Branch or Office:  
Email id and phone no for correspondence:**

**Bid Security No.:**

WHEREAS \_\_\_\_\_ [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of LoA No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [*name of Contract and brief description of Works*] (hereinafter called "the Contract");

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

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

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

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

BG expiry date:

BG clam date:

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

**NOTE**

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