

**BIDDING DOCUMENT
FOR**

**“PCC and Graveling work of 132 KV Switchyard Area towards
Augmentation of 132 KV Srikona GSS, AEGCL”**

ASSAM ELECTRICITY GRID CORPORATION LIMITED



**Bid Identification No:
AEGCL/MD/CGM(O&M)/CAR/Srikona/Aug/Civil/2023/Bid
(Bid Document Cost - ₹500/-)**

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Section 1 - Instructions to Bidders

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

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Section 1 - Instructions to Bidders

- 1.0. General**
- 1.1. Scope of Bid**
- 1.1.1. In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the **Chief General Manager (PP&D)** on behalf of **Assam Electricity Grid Corporation Limited (AEGCL)** (hereinafter referred to as "the Purchaser"), issues this Bidding Document for execution of PCC, graveling and associated works towards Augmentation of 132 kV Srikona GSS, AEGCL, as specified in Section 3 (Purchaser's Requirements). The name and identification no. of this Competitive Bidding are provided in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.
- 1.1.2. Unless otherwise stated, throughout this Bidding Document definitions of terms shall be as prescribed in **Section 5** (Special Conditions of Contract).
- 1.2. Eligible Bidders**
- 1.2.1. Subject to the fulfilling the Qualifying Criteria (as per Appendix-2 of this Section), a Bidder may be a private entity or a government-owned entity or any combination of such entity with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium or association. When the bidder is a firm, the names and address of the partners should be indicated and a copy of the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid. When the bidder is a Company, the company registration document along with Memorandum of Association should be submitted.
- 1.2.2. In the case of a Joint Venture, all partners shall be jointly and severally liable, and the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the Joint Venture during the Tendering process and, in the event the Joint Venture is awarded the Contract, during contract execution. However, in case of successful bid, the agreement shall be signed by all the partners, so as to be legally binding on all the partners.
- 1.2.3. A Bidder, and all partners constituting the Bidder, shall have Indian nationality.
- 1.2.4. AEGCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Anticorruption Policy of Government of India and Government of Assam. In pursuance Anticorruption Policy's requirement that Employer as well as bidders, suppliers, and contractors observe the highest standard of ethics. AEGCL will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: -
- (i). they have controlling partners in common;
 - (ii). they receive or have received any direct or indirect subsidy from any of them; or
 - (iii). they have the same legal representative for purposes of this bid; or
 - (iv). they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (v). a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.
- 1.2.5. A firm that is under a declaration of ineligibility by the AEGCL or any Government Entity or PSU at the date of the deadline for bid submission or thereafter i.e., on or before contract signing date shall be disqualified.
- 1.2.6. Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.
- 1.2.7. In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 1.2.8. The bidder must have experience of execution of work of similar nature previously. The bidder must submit experience and Performance Certificate for scrutiny by AEGCL.
- 1.2.9. A person, Firm or any other prospective bidder who is involved in fraud, unethical practices or barred from submitting bids by AEGCL or any sister concerns of AEGCL i.e., APDCL & APGCL will**

not be allowed to participate in the bids. If such cases are detected after submission of the bids, in later stages of the bidding process, then such bids will be rejected outright.

1.3 Contents of Bidding Document

1.3.1 Sections of Bidding Document

1.3.1.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB **Clause 1.3.3**.

Section 1 - Instructions to Bidders (ITB) with Appendix-1 (Bid Data Sheet, **BDS** and Appendix-2 (Evaluation & Qualifying Criteria, **EQC**)

Section 2 - Bidding Forms (**BDF**)

Section 3 - Purchaser's Requirements (**PRQ**)

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

(This section is supplied separately)

Section 5- Special Conditions of Contract (**SCC**)

Section 6 - Contract Forms (**COF**)

1.3.1.2 *The completed Section 6 shall constitute "the Contract".*

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

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

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

1.3.2 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

1.3.2.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with **ITB Clause 1.3.2.4**. The Purchaser will respond to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Purchaser's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.3.1.4**, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under **ITB Clause 1.3.3** and **ITB Clause 1.5.2.2**.

1.3.2.2 The Bidder is advised to visit and examine the site where the work is to be carried out and its surroundings, nature of work, site conditions, area for storage of materials, establishment of labour camp, site office, means of access to the site etc. and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications & requirement.

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

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

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

1.3.2.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.3.1.4**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITB Clause 1.3.3** and not through the minutes of the pre-bid meeting.

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

1.3.3 **Amendment of Bidding Document**

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

1.3.3.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with **ITB Clause 1.3.1.4**.

1.3.3.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Clause 1.5.2.2**.

1.4 **Preparation of Bids**

1.4.1 **Cost of Bidding**

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

1.4.1.2 Documents Establishing Conformity of the Goods and Services:-The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of letter, drawings and data, and shall furnish a detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the Goods, in response to the specification.

1.4.1.3 Bidder should note clearly that department should not take any responsibility for issuing of any materials, equipment and T&P's that may be required in the work.

1.4.1.4 All materials, labours, equipment, T&P and heavy vehicle etc. required in the work shall have to be arranged by the bidder/contractor from his own sources in the event of allotment of the said work to him/them.

1.4.1.5 Water to be used in the work should be clean and free from all impurities; the bidder should note that no water will be provided to them for the execution of the work from the department.

1.4.1.6 The department is also not bound to supply power that may be required in the execution of the work. However subject to the availability of the power source near the vicinity of the work site, the department on payment of tariff as applicable at the time of execution of work may arrange one point near the work site.

1.4.1.7 The bidder should clearly understand that all materials to be utilized in the work must confirm to the specifications. No substandard materials will be allowed to utilize in the work. Samples of each and every material to be brought to the site of work shall have to be get approved by the competent authority of the department before use.

1.4.1.8 The contract must not be sublet under any circumstances. If any contractor found in doing so, his work liable to be terminated.

1.4.1.9 The specification for the work shall be as per specification laid down in the items of work contained in the enclosed schedule of items of work or as per the APWD schedule of rates for Building (civil works), sanitary and Water supply and internal electrification respectively (whichever is applicable) but, certain modification in the specification and method of execution of work if required shall have to be carried out which shall be finalized with the contractor bilaterally through discussion.

1.4.2 **Language of Bid**

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

1.4.3 **Documents Comprising the Bid**

1.4.3.1 The Bid shall comprise two envelopes submitted simultaneously, one called the '**Technical Bid**' containing the documents listed in **ITB Clause 1.4.3.2** and the other the '**Price Bid**' containing the documents listed in **ITB Clause 1.4.3.3**, **both envelopes must be submitted online through e-tendering portal <http://assamtenders.gov.in>**.

1.4.3.2 The Technical Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Technical Bid;
- (b) Bid Security, in accordance with **ITB Clause 1.4.8**;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB Clause 1.4.9.2**;

- (d) Documentary evidence in accordance with **ITB Clause 1.4.5** establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
 - (e) Documents as called for in **ITB Clause 1.2** and
 - (f) Any other document required in the **BDS**.
- 1.4.3.3** The Price Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Price Bid;
 - (b) completed schedules as required, including Price Schedules, in accordance with **ITB Clause 1.4.4**; and
 - (c) any other document required in the **BDS**
- 1.4.4 Letter of Bid and Schedules**
- 1.4.4.1** The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under **ITB Clause 1.4.3**, shall be prepared using the relevant forms furnished in Section 2 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 1.4.5 Documents Establishing the Eligibility and Qualifications of the Bidder**
- 1.4.5.1** To establish its eligibility and qualifications to perform the Contract in accordance with Appendix 2 of ITB (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 2 (Bidding Forms).
- 1.4.6 Bid Prices and Discounts**
- 1.4.6.1** Unless otherwise specified in the **BDS** and/or Section 3 (Purchaser's Requirements), bidders shall quote for the entire plant & equipment and services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the procurement, delivery, testing of materials, construction, labour cost, insurance, statutory requirements, and any other expenditure deemed necessary for completion of the Work. The rate should also include the cost of testing of materials at the approved laboratory, carriage and transportation of sample, preparation of report, submission of report in all respect as required by AEGCL. This includes all requirements under the Contractor's responsibilities for completing the work and where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed to be covered by the prices for other items.
- 1.4.6.2** Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. No deviation in this regard normally, shall be accepted.
- 1.4.6.3** Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 2 (Bidding Forms). Separate numbered Schedules included in Section 2 (Bidding Forms) shall be used for each of the following elements. The total amount from each Schedule (1) shall be summarized in a Grand Summary (Schedule 2) giving the total bid price(s) to be entered in the Bid Form.
- Schedule No. 1: Installation and Other Services (PCC & Graveling Work)
 - Schedule No. 2: Grand Summary
- 1.4.6.4** In the Schedules, bidders shall give the required details and a breakdown of their prices as called for in these Schedules. Bidders quoted price should include all cost of testing of materials, transportation of sample, storage, preparation and submission of report during approval period, construction period as well as after completion of the work. Bidders quoted price should include all cost of testing of concrete (destructive or non-destructive,) transportation of sample, storage, preparation and submission of report.
- 1.4.6.5** Installation and other Services shall be quoted in Schedule No. 1 and shall include prices for all labor, contractor's equipment, temporary works, construction or other materials/ minor items, consumables and all other matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services. The prices of Installation and other services shall be inclusive of all taxes, like service taxes, work contract taxes etc. and sales & other taxes applicable on all materials/items supplied under Schedule No. 1. Taxes like work contract, income tax etc. which need to be deducted at source as per the prevailing law, will be deducted at source.
- 1.4.6.6** The prices shall be either fixed or adjustable as specified in the **BDS**.

- (a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated **as non-responsive and rejected**.
- (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section 2 (Bidding Forms).
- 1.4.7 Period of Validity of Bids**
- 1.4.7.1** Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period **shall be rejected** by the Purchaser as non-responsive.
- 1.4.7.2** In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with **ITB Clause 1.4.8**, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 1.4.8 Bid Security**
- 1.4.8.1** The Bidder shall furnish as part of its bid, in original form, either a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**.
- 1.4.8.2** The bid security shall be a demand guarantee, in the forms of an unconditional bank guarantee from a Scheduled or Nationalized Bank. The bid security shall be submitted using the 'Bid Security Form' included in Section 3 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB Clause 1.4.7.2**.
- 1.4.8.3** Bids not complying with **ITB Clause 1.4.8.1** and **ITB Clause 1.4.8.2**, **shall be rejected** by the Purchaser as **non-responsive**.
- 1.4.8.4** The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 1.4.8.5** The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to **ITB Clause 1.6.4**.
- 1.4.8.6** The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB Clause 1.4.7.2** or
- (b) if the successful Bidder fails to:
- (i) sign the Contract in accordance with **ITB Clause 1.6.1**; or
- (ii) furnish a performance security in accordance with **ITB Clause 1.6.2**.
- 1.4.9 Format and Signing of Bid**
- 1.4.9.1** The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in **ITB Clause 1.4.3** .and
- 1.4.9.2** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 1.4.9.3** A bid submitted by a JV shall be signed so as to be legally binding on all partners.
- 1.4.9.4** Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 1.5 Submission and Opening of Bids**
- 1.5.1 Online Submission of Bids**
- 1.5.1.1** The technical as well as Price bid should be submitted through online portal only in accordance ITB 1.5.1.2.
- 1.5.1.2** For technical bid, all forms and supporting documents as required by ITB clause 1.4.3 and duly signed and stamped as per ITB clause 1.4.9 are to be uploaded in the portal. The documents are to be uploaded

- in PDF format and each file should not exceed 5 MB in size. In case the document is more than 5MB in size the same may be split to make the size below 5 MB.
- 1.5.1.3** The price bid must be submitted in the price schedule provided in the portal as per the online price schedule.
- 1.5.2** **Deadline for Submission of Bids**
- 1.5.2.1** Bid shall be received ONLINE on or before the date and time in the BDS.
- 1.5.2.2** The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB Clause 1.3.3**, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 1.5.3** **Late Bids**
- 1.5.3.1** E-tendering portal shall allow bidders to submit bids up to the date and time specified in ITB clause 1.5.2 as per server time. However, bidders are advised to submit their bids well in advance of the deadline for submission of bids to avoid any last moment difficulties.
- 1.5.4** **Withdrawal, Substitution, and Modification of Bids**
- 1.5.4.1** E-tendering portal shall allow modification of bids any time before the deadline for bid submission A Bidder may withdraw its bid, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 1.4.9.2**. Notices must be:
- (a) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause 1.5.2**.
- 1.5.4.2** Bids requested to be withdrawn in accordance with **ITB Clause 1.5.4.1** shall not be opened and bid security BG shall be returned.
- 1.5.4.3** No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.
- 1.5.5** **Bid Opening**
- 1.5.5.1** The Purchaser shall conduct the opening of Technical Bids **through e-tender portal** at the address, date and time specified in the BDS. The Bid opening committee shall open on-line received Bids in the presence of Bidders designated representatives who choose to attend. The Price Bids will remain unopened until the specified time of their opening.
- 1.5.5.2** First, physical envelopes marked "WITHDRAWAL" shall be read out and the corresponding bid shall not be considered/rejected with comments. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal duly signed by an authorized representative and is read out at bid opening.
- 1.5.5.3** All envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- a) The name of the Bidder;
- b) The presence of a Bid Security, if required; and
- c) Any other details as the Purchaser may consider appropriate.
- Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids, except for withdrawn bids.
- 1.5.5.4** The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and alternative proposals and presence or absence of a bid security or a bid securing declaration, if one is required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- 1.5.5.5** At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 1.5.5.6** The Purchaser shall conduct the opening of Price Bids through e-tender portal of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 1.5.5.7** All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- a) The name of the Bidder;

- b) The Bid Prices, including any discounts and alternative offers; and
 - c) Any other details as the Purchaser may consider appropriate.
- Only Bid Prices and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.
- 1.5.5.8** The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- 1.5.6 Confidentiality**
- 1.5.6.1** Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 1.5.6.2** Any attempt by a Bidder to influence the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 1.5.6.3** Notwithstanding **ITB Clause 1.5.6.2**, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 1.5.7 Clarification of Bids**
- 1.5.7.1** To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. 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, in accordance with **ITB Clause 1.5.14**.
- 1.5.7.2** 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.
- 1.5.8 Deviations, Reservations, and Omissions**
- 1.5.8.1** During the evaluation of bids, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 1.5.9 Preliminary Examination of Technical Bids**
- 1.5.9.1** The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in **ITB Sub-Clause 1.4.3.2** have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, **the Bid may be rejected**.
- 1.5.9.2** 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) Letter of Technical Bid;
 - b) written confirmation of authorization to commit the Bidder (i.e., Notarized Power of Attorney);
 - c) Bid Security, if applicable; and
- Bidder should submit hard copies of the documents mentioned above in (a), (b) and (c) in a sealed physical envelope 2 (two) hours prior to technical bid submission deadline. Techno-commercial bids shall be summarily rejected if these three documents are not submitted in hard copy.**
- 1.5.10 Responsiveness of Technical Bid**
- 1.5.10.1** The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in **ITB Clause 1.4.3**.
- 1.5.10.2** A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- a) if accepted, would:
 - (i). affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or
 - (ii). limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

- b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 1.5.10.3** The Purchaser shall examine the technical aspects of the Bid submitted in accordance with Technical Proposal, in particular to confirm that all requirements of Section 3 (Purchaser's Requirements) have been met without any material deviation or reservation.
- 1.5.10.4** If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 1.5.11 Nonmaterial Nonconformities**
- 1.5.11.1** Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 1.5.11.2** Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.5.11.3** Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Appendix 2 of ITB (EQC)**.
- 1.5.12 Detailed Evaluation of Technical Bids**
- 1.5.12.1** The Purchaser will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:
- overall completeness and compliance with the Purchaser's Requirements; deviations from the Purchaser's Requirements; conformity of the plant and services offered with specified performance criteria; suitability of the plant and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
 - type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
 - other relevant factors, if any, listed in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.
- 1.5.13 Eligibility and Qualification of the Bidder**
- 1.5.13.1** The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.
- 1.5.13.2** The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB Clause 1.4.5**.
- 1.5.13.3** **An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall not open the Price Bid of the Bidder.**
- 1.5.13.4** The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with **Appendix to ITB-2 (Evaluation and Qualification Criteria)**. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding **Appendix to the Contract Agreement** shall be completed, listing the approved manufacturers or subcontractors for each item concerned.
- 1.5.14 Correction of Arithmetical Errors**
- 1.5.14.1** During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:

- a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
 - b) where there are errors between the total of the amounts of Schedule Nos. 1, 2, 2A and 2B and the amount given in Schedule No. 3 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 1.5.14.2** If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be ***disqualified and its bid security may be forfeited.***
- 1.5.15 Evaluation of Price Bids**
- 1.5.15.1** The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used.
- 1.5.15.2** To evaluate a Price Bid, the Purchaser shall consider the following:
- a) the bid price, including taxes, as quoted in the Price Schedules;
 - b) price adjustment for correction of arithmetical errors in accordance with ***ITB Clause 1.5.14.1***; and
 - c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).
- 1.5.15.3** If price adjustment is allowed in accordance with ***ITB Clause 1.4.6.6***, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 1.5.16 Comparison of Bids**
- 1.5.16.1** The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ***ITB Clause 1.5.15.2***.
- 1.5.16.2** The following methodology will be practiced for identification and treatment of the Abnormally Low Bids (ALB) in this tender process of AEGCL:
- A. Identification:**
 - (i). Absolute Approach is to be considered when there are fewer than five substantially responsive bidders and 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.
 - B.** 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 sl. no. A.(i) and A.(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.
 - C.** In case of acceptance of ALB with Additional Performance Security:
 - (i). If any abnormally low bid is accepted under point B.(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.

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

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

1.5.17.2 **The Purchaser reserves the right to reject the bid on receipt, if the past performance of the bidder and/or any offered equipment of certain manufacturer has not been found satisfactory by AEGCL.**

DISCLAIMER: AEGCL is not committed contractually in any way to those Bidders whose Bid are accepted. The issue of this Bid does not commit or otherwise oblige AEGCL to proceed with any part or steps of the process.

1.6 Award of Contract

1.6.1 Award Criteria

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

1.6.1.2 The Purchaser reserves the right to hold negotiations with lowest bidder if AEGCL feels the quoted rates of particular item(s) are unreasonably high. The bid must be valid, eligible and technically acceptable for consideration of award of contract.

1.6.2 Notification of Award

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

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

1.6.3 Signing of Contract

1.6.3.1 Within fifteen (15) days of receipt of the Letter of Acceptance (LoA)/ Notification of Award (NoA), the successful Bidder shall be required to sign the Contract Agreement.

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

1.6.4 Performance Security

1.6.5 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in **Appendix – 4, Section 6 (Contract Forms)**, or another form acceptable to the Purchaser.

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

APPENDIX TO ITB - 1

Bid Data Sheet

A. Introduction

ITB 1.1.1	The number of the Invitation for Bids is: AEGCL/MD/CGM(O&M)/CAR/Srikona/Aug/Civil/2023/Bid/5 dated 21.04.2023 The Purchaser is: Assam Electricity Grid Corporation Limited. The name of the Bid is: PCC and Graveling work of 132 KV Switchyard Area towards Augmentation of 132 KV Srikona GSS, AEGCL The identification number of Bid is: AEGCL/MD/CGM(O&M)/CAR/Srikona/Aug/Civil/2023/Bid Destination Substation: 132 kV Srikona GSS, Assam
ITB 1.3.2.1	For clarification purposes only, the Purchaser's address is: Attention: The Chief General Manager, AEGCL, O/o of the Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar, Floor/Room number: First Floor City: Guwahati, PIN Code: 781001, Country: India Telephone: +91 361 2739520, Facsimile number: +91 361 2739513 Electronic mail address: cgm.ppd@aegcl.co.in
ITB 1.3.2.4	Purchaser may invite intending Bidders to a pre-bid meeting, if Purchaser feels it is necessary. The date and time of such pre-bid meeting shall be intimated to intending bidders in due course of time.
ITB 1.4.3.2	(All documents mentioned as per Form-A: Document Checklist at Section- 2 have to be submitted with the Techno-Commercial Bid)
ITB 1.4.6.1	Unless otherwise specifically indicated in the Section 3 (Purchaser's Requirements), bidders shall quote for the entire plant and services on 'single responsibility basis'
ITB 1.4.6.6	The prices quoted by the Bidder shall be FIRM
ITB 1.4.7.1	The bid validity period shall be 180 (one hundred eighty) days
ITB 1.4.8.1	The Bidder shall furnish a bid security in the amount of Rs. 50,400.00 (Rupees fifty thousand four hundred only)
ITB 1.4.9.1	The bidding is through E-tendering portal and received online. However, bidder has to submit any documents in hard copy if asked by the purchaser.
ITB 1.4.9.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Notarized Power of Attorney.
ITB 1.5.2.1	For bid submission purposes only, the Purchaser's address is (E-Tenders shall be accepted through online portal only) Attention: The Chief General Manager, AEGCL, O/o of the Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar, Floor/Room number: First Floor City: Guwahati, PIN Code: 781001 The deadline for bid submission is Date: 15.05.2023, Time:14.00 Hours
ITB 1.5.5.1	The bid opening of Technical Bids shall take place at O/o The Chief General Manager, AEGCL, 1st Floor, Bijulee Bhawan, Paltanbazar, Guwahati-01 Date: 16.05.2023, Time: 14.00 Hours

APPENDIX TO ITB - 2
Evaluation and Qualification Criteria

This Appendix contains all the criteria that the Purchaser shall use to evaluate bids and qualify Bidders. In accordance with ITB 1.5.12 and ITB 1.5.13, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 2 (Bidding Forms).

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1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 1.5.12.1 (a) – (c) the following factors shall apply:

For additional factors refer Section-3 'Purchaser's Requirements'.

1.2 Economic Evaluation

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

1.2.1 Quantifiable Deviations and Omissions

Quantifiable Deviations and Omissions from the contractual obligations: No financial assessment shall be made by the Purchaser for deviations and omissions from the requirements of the Bidding Document. All such deviations, omissions or reservations shall be dealt with in accordance with ITB Clauses 1.5.10.2, 1.5.10.3, 1.5.10.4, 1.5.11.1, 1.5.11.2, 1.5.11.3, 1.5.12.1(a) and 1.5.14.

1.2.2 Time Schedule

Time to complete Works from the Commencement Date specified in **Article 3** of the Contract Agreement for determining time for completion of the works is **06 months**. Bids not meeting the above time schedule shall be rejected. However, no credit will be given for earlier completion.

1.2.3 Specific additional criteria

No additional criteria other than mentioned shall be considered.

2. Qualification

2.1 Eligibility

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

2.1.1 Eligibility Requirements

Criteria	Single Entity	All Partners Combined	Each Partner	At Least One Partner	Documents
Requirement of document as per ITB Sub-Clause 1.2	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Required documents as per ITB Sub-Clause 1.2

2.1.2 Legal Entity: - Verification may be undertaken to verify that an applicant is a bona-fide registered company or business. Bidders are required to provide evidence of the legal entity by providing a copy of an official document as mentioned in the appendix attached along with this bid document.

2.2 Pending Litigation

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder's net worth.	Must meet requirement by itself or as partner to past or existing JV	Not applicable	Must meet requirement by itself or as partner to past or existing JV	Not applicable	Form LIT - 1

2.3 Financial Situation

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture (maximum 2 parties allowed including lead bidder)			Submission Requirements
		All Partners Combined	Each Partner	One Partner (Lead Partner)	

2.3.1 Historical Financial Performance

Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 3 (three) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Must meet requirement	Form FIN - 1 with attachments
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2.3.2 Average Annual Turnover

Minimum average annual turnover of Rs. 7,56,000.00 (Rupees seven lakhs fifty-six thousand only) calculated as total certified payments received for contracts in progress or completed, within the last 3 years .	Must meet requirement	Must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2
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Note:

- The bidder has to furnish the certificate from the chartered Accountant (CA) registered in India certifying the Project related Annual turnover of the company only (excluding its Associated Companies on Standalone Basis) based on audited accounts of the last five financial years. In case the bidder has executed any project in joint venture/consortium, the project related turnover certified by the chartered Accountant (CA) registered in India should reflect his share of the project related turnover only.
- In case of Joint Venture/consortium, the certificate shall be furnished independently by each partner duly certified by Chartered Accountant (CA) registered in India.

2.4 Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture (maximum 2 parties allowed including lead bidder)			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.4.1 General Experience

<u>Technical Qualification:</u> - a) In order to qualify technically for this Bid, the bidders must have completed the following works during the last 7 (seven) years as on the date of bid submission deadline: 1. Three similar completed works costing not less than the amount equal to	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form EXP - 1
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<p>₹10,08,000.00 (Rupees ten lakhs eight thousand only).</p> <p>2. Two similar completed works costing not less than the amount equal to ₹12,60,000.00 (Rupees twelve lakhs sixty thousand only)</p> <p>3. One similar completed work costing not less than the amount equal to ₹20,16,000.00 (Rupees twenty lakhs sixteen thousand only)</p> <p><i>The bidder must submit necessary information along with supporting documents (e.g., copy of work orders/contracts and completion certificates) in support of this clause.</i></p> <p><i>The bidder should also submit recent performance certificate to substantiate the requirement of this Clause.</i></p>					
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Note:

1. "Similar work" is defined as execution of cement concrete work in 132 KV or above Switchyard Area for Govt. Department or PSU only.
2. Work order/contracts along with completion certificate are to be submitted. The completion certificate must be signed by officers not below the rank of Executive Engineer or Assistant General Manager.
3. Performance certificates should be recent & must not be older than 3 (three) years as on the date of bid opening.

Section 2- Bidding Forms

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

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Form – A
Document checklist

SL. No.	Document to be submitted	Submitted (Yes/No)	Name of uploaded pdf
1.	Letter of technical bid (Form-2)		
2.	Notarised Power of attorney for the person signing the tender		
3.	Notarised Power of attorney in case of partnership firm		
4.	Bid Security as original copy of EMD BG or online EMD payment receipt		
5.	Form Profile of the Bidder		
6.	Bidders company/firm registration certificate/certificate of incorporation		
7.	GST Registration		
8.	GST Return		
9.	Filled up Form ELI-1		
10.	Filled up Form LIT		
11.	Filled up Form FIN-1		
12.	Filled up Form FIN-2		
13.	Audited Balance sheet for last three years		
14.	Bank solvency certificate indicating the amount by concerned authority in necessary format as per banks /other supporting document		
15.	Filled up Form EXP-1		
16.	Work orders/contract copies and completion Certificates as per requirement in EXP-1		
17.	Recent Performance Certificates as per requirement in EXP-1		
18.	Contract Execution Schedule		
19.	Contractor's Requirement as per clause 3.6, Section 3- Purchaser's Requirements		
20.	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) Original copy of EMD BG or Online EMD payment receipt and iii) Power of Attorney (notarized) for bid signatory** to the Tender inviting authority in a sealed envelope superscribed with the name of bidder, full address, Tender reference, name of work etc. at the office of the Managing Director, Assam Electricity Grid Corporation Ltd, Bijulee Bhawan, Paltan Bazar Guwahati-781001 **two hours prior to the technical bid submission end date and time (In case these three documents are not received in hardcopy, the bid shall be summarily rejected).**

[In Bidder's Letterhead]

1 Letter of Technical Bid

Date:
Bid Identification No.:
Invitation for Bid No.:

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.3.3;
- (b) We clearly understand that all materials, tools and plants, machineries, labours, testing of material, storage, haulage etc. required in the work shall have to be arranged by us from our own resources in the event of allotment of the work to us; ;
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

Name

In the capacity of

Registered Office Address

Signed

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

Date

.....

[Bidder's Letterhead]

2 Letter of Price Bid

(NOT REQUIRED FOR E_TENDERING)

Date:

Bid Identification No.:

Invitation for Bid No.:

To:.....

We, the undersigned, declare that:

- (i). We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.3.3;
- (ii). We offer to design, manufacture, test, deliver, install, and commission in conformity with the Bidding Document the following Plant and Services:
- (iii). The total price of our Bid is the sum of:
- (iv). Discount offered (if any) for (i) Supply, (ii) Erection.....%.
- (v). Our bid shall be valid for a period of days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (vi). If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (vii). We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (viii). We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive

Name

In the capacity of

Registered Office Address

Signed

Duly authorized to sign the Bid for and on behalf of

Date

NOTE: For e-tendering, above form is not required to be filled. All price proposals are to be submitted in e-tendering portal only.

3 Price Schedules

PREAMBLE

General

1. The Price Schedule is divided into separate Schedules as follows:
Schedule No. 1: Installation and Other Services (PCC & Graveling Work)
Schedule No. 2: Grand Summary
2. The Schedules do not generally give a full description of the plant to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Purchaser's Requirements and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with **ITB 1.3.2** prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated in Schedules.
As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.
Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 3 (Purchaser's Requirements) or elsewhere in the Bidding Document.
6. When requested by the Purchaser for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Purchaser may reasonably require, the Contractor shall provide the Purchaser with a breakdown of any composite or lump sum items included in the Schedules.

NOTE: For e-tendering, price proposals are to be submitted in e-tendering portal only. The price schedules given below are for reference only. In price schedules uploaded in e-tender portal, please use remarks column specifying tax details. In absence of any remarks regarding any specific taxes not quoted in price schedule, it will be deemed for evaluation purpose that such taxes are included in quoted price. Summary will be automatically calculated in the online portal. Bidder need not fill up the Grand summary schedule. Bidders should upload sealed and signed, unpriced schedules indicating the HSN code along with the Techno-commercial Bid.

Schedule No. 1 – Installation and Other Services (PCC & Graveling Work)

Sl. nos.	Item Description	Qty	Unit	Unit Price without any taxes (in Rs.)	Total Price without any taxes (in Rs.)
1	2	3	4	5	6=3x5
1.0	Switchyard PCC with Graveling for 132 KV side	4000	Sq. M		
TOTAL Column 6 to be carried forward to Schedule No. 2. Grand Summary					

1. *All amounts shall be in Rupees*
2. *Prices shall be exclusive of taxes*
3. *If any item is not specifically mentioned in the price schedule but required to complete the job successfully, same shall be deemed to be included in any of the items of the price schedule.*

Schedule No. 2 - Grand Summary

Schedule No.	Title	TOTAL
1	Installation and Other Services (PCC & Graveling Work)	
GRAND TOTAL to be carried forward to Letter of Price Bid		

Schedule No. 3 - Schedule of Co-efficient and Indices for Price Adjustment

Coefficient Scope of Index	Source of Index Title/ Definition	Value on stated dates	
a =	NOT APPLICABLE		
b =			
c =			
d =			
etc.			

Notes: 1. The base date shall be the date thirty (30) days prior to the Bid closing date.
 2. Co-efficient and indices shall be furnished with specific reference to the items of Price Schedules.

Common seal and signature of the authorized person:
 Name:
 Designation:
 Date:.....

4 Form of Bid Security

Bank Guarantee

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

Bank's Name:

Address of Issuing Branch or Office:

Email id and phone no for correspondence:

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

Bid Security No.:

We have been informed that **name of the Bidder** (Hereinafter called "the Bidder") intends to submit to you its bid against **Identification No of Bid** under Invitation for Bids No. ("the IFB no") for the following work:

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

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

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

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

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

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 EMD value.*
2. *This guarantee shall be valid up to 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.*

5 Contract Execution Schedule

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

Common seal and signature of the authorized person:
Name:
Designation:
Date:.....

6 Bidders Qualification

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

6.1 Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. <input type="checkbox"/> 1. In case of single entity/firm, documents in accordance with ITB 1.2.1. <input type="checkbox"/> 2. In case of Company, documents in accordance with ITB 1.2.2.	

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.2 Form LIT - Pending Litigation

Each Bidder must fill in this form

Pending Litigation			
<input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Appendix 2 of ITB (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 of Appendix 2 of ITB (Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in Rupees	Value of Pending Claim as a Percentage of Net Worth

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.3 Form FIN - 1: Financial Situation

Each Bidder must fill in this form

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

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			
<input type="checkbox"/> Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions. <ul style="list-style-type: none"> • All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies. • Historic financial statements must be audited by a certified accountant. • Historic financial statements must be complete, including all notes to the financial statements. • Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). 			

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.4 Form FIN - 2: Average Annual Turnover

Each Bidder must fill in this form

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

Average Annual Turnover

--

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

Common seal and signature of the authorized person:
Name:
Designation:
Date:.....

6.5 Form EXP – 1: General Experience

Each Bidder must fill in this form

Sl. no	Description work experience	Date of completion	Amount

Note: The bidder must submit necessary information along with supporting documents (e.g., copy of work orders/contracts and completion certificates) in support of this clause. The bidder should also submit recent performance certificate to substantiate the requirement of this Clause.

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.6 Form Profile of the Bidder

Sl. No.	Particulars	To be filled by Bidder
a)	Name of the Bidder	
b)	e-mail address	
c)	PAN	
d)	GST Registration number	
e)	Labour License registration	
f)	Income Tax return (Last Three Years)	
g)	Audited Balance sheet (Last Three Years)	
h)	Average Turn Over (Last Three Years)	
i)	Bank Solvency Certificate indicating the amount by concerned authority in necessary format as per banks (Latest)	
j)	Technical Supervision Certificate	
k)	Tools and Plant (In the form of affidavit)	
l)	Employees Provident Fund	
m)	Work experience certificate	
n)	Postal Address	
	House No.	
	Lane	
	Street	
	Town/Village	
	Post Office	
	P.S.	
	District	
	Pin code	
	Mobile No.	
	E-Mail Address	
	Website	
o)	Name(s) of the Owners / Directors/Partners certificate	
p)	Employees State Insurance certificate (Optional)	
q)	Name of the Banker with Address and Telephone Number	
r)	Contact Person Details (Furnish here name of that person with whom AEGCL may get in touch for more information or clarifications)	

Section 3- Purchaser's Requirements

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

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Section 3

Purchaser's Requirements

3.0. Scope of Works

- i. The scope of Works covered under this Bidding Document is for execution of PCC, graveling and associated works towards Augmentation of 132 kV Srikona GSS, AEGCL as specified in BoQ and subsequent Clauses and Sections.
- ii. Whether called for specifically or not, all accessories and work required for the completion of the work are deemed to be considered as a part of the Bidder's scope, unless and until mentioned very clearly as excluded.

3.1. Bill of Materials

3.1.1. *The Bill of Quantities is furnished in Schedule Nos. 1 and 2, of Section – 2.*

3.1.2. *The items mentioned in these Schedules shall only be used while quoting the bid prices. If any item which is not specifically mentioned in these Schedules but required to complete the works as per Specification shall be deemed to be included in any of the items of these schedules. No modifications/ additions/ deletions shall be made by the bidder to the items and quantities given in these schedules.*

3.2. Contractor to Inform Himself Fully

3.2.1. The contractor should ensure that he has examined the Specifications and Schedules as brought out in this Section as well as other Sections of The Bidding document and has satisfied himself as to all the conditions and circumstances affecting the contract price and fixed his price according to his own views on these matters and acknowledge that no additional allowances except as otherwise provided therein will be levied.

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

3.3. Service Conditions

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

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

3.4. 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 conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected/utilized. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify AEGCL against such liabilities and shall defend all actions arising from.

3.5. Standards

3.5.1. The equipment covered by this specification 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.

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

3.5.2.1. Equipment conforming to other international or authoritative Standards which ensure equivalent or better performance than that specified under Clause 3.5.1 above shall also be accepted. In that case relevant extracts of the same shall be forwarded with the bid.

3.6. Contractor's Requirement

3.6.1. The Contractor shall employ in and about the Execution of the works only such persons as are skilled and experienced in their several trades. A list of such personal should be submitted in corresponding Appendix.

3.7. Pollution and Environment

3.7.1 Each and every measure should be taken to adhere to the standard norms to avert any occasion of Air Pollution, Water Pollution, Soil Pollution and Sound Pollution. In case of any deviation leading to any legal action the Contractor will be solely responsible without any prejudice.

3.8. Statutory & Safety Requirement

3.8.1 Each and every safety measures for MAN and MACHINE will be the sole responsibility of the Contractor without any prejudice. Compensation claims if any will also be the responsibility of the contractor without any prejudice.

3.8.2 During the execution of the work, the contractor shall have to mark the site with banner warning/indicating precautions.

3.8.3 The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein

- i. have full regard for the safety of all persons entitled to be upon the Site and keep the Site (So far as the same is under his control) and the Works in an orderly state appropriate to the avoidance of danger to such persons, and
- ii. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods.

3.9. Site Facilities

3.9.1 AEGCL will not provide any accommodation at the work site to the contractor and their field personnel. The same has to be arranged by the contractor on their own. However, AEGCL may provide space for storage of the materials but responsibility of the material and their safety shall be taken care of by the Contractor. In case of none availability of space under AEGCL the same should be arranged by the contractor outside AEGCL campus/work site at their own cost and responsibility.

3.9.2 AEGCL shall not be responsible for the safety of the workers at site either on account of the works executed by the Contractor or on account of the works executed by any other agency involved at that time.

3.9.3 AEGCL shall on no account be responsible for the expenses incurred by the Contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangements.

3.9.4 The quoted price shall be deemed to include charges for all site facilities for labour that are considered necessary for execution of the work. Subject to availability of land, AEGCL may provide free site for labour camp, construction of yard etc. close to site of work.

3.9.5 No assurance can be given regarding the availability of AEGCL's land given for use to the Bidder to natural calamities. AEGCL undertakes no responsibility or liability in this regard.

3.9.6 The bidder shall make his own arrangement for arranging power supply as may be required for work. AEGCL may, however assist in recommending his/their application to the Electricity Supply Utility for the power supply on payment basis as per norms of the Electricity Supply Utility.

3.9.7 No claim shall be entertained from the bidder for making his own arrangement for approach roads from outside PWD road to the site and bidder will bear entire expenses.

3.9.8 AEGCL on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already billed and paid for by the AEGCL.

3.9.9 Any facilities available at site shall be utilized only with prior permission of AEGCL and it should not be taken as granted for availing such services.

COVID 19 PROTOCOLS must be following during the working period.

3.10 GENERAL SPECIFICATION OF WORK

3.10.1.0 SITE PREPARATION

3.10.1.1 All works required for site preparation will have to be carried out by the contractor at his own expense, whenever directed by the Site In-charge. A temporary connection from another source of water is to be provided for non-stop supply of water during execution at contractors own cost.

3.10.1.2 The Contractor shall clear the site of unnecessary vegetation to prepare the site for work only as per directions given by the Site In-charge.

3.10.1.3 Any unnecessary structures are to be demolished and serviceable materials to be stacked and stored as directed by AEGCL.

3.10.1.4 Any waste or unwanted material has to be disposed by the contractor if ordered by AEGCL. No materials will be allowed to leave the site without the permission of the Site In-charge.

3.10.1.5 The Contractor will have to construct roads or any means for transport as instructed by the Site in-charge if the site is not easily accessible.

3.10.1.6 All water which may accumulate on the site before or during the progress of the works or in trenches and excavations shall be removed and drained out from the site to the satisfaction of the Site In-charge by the Contractor.

3.10.1.7 Any other work required for adequate preparation of the site shall be carried out by the Contractor.

3.10.2.0 PROFILE SETTING AND LEVELLING

3.10.2.1 Profile setting and levelling for the site has to be carried out by the Contractor for finding the amount of earth cutting and filling that will be required for setting the Final Ground Level, Tie Beam Level and to find the amount of excavation to be done for required foundation depth.

3.10.3.0 SETTING OF LAYOUT

3.10.3.1 The Site In-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works and the Contractor shall set out the works and be responsible for the accuracy of the same.

3.10.3.2 He shall rectify at his own cost and to the satisfaction of the Site In-charge any error found at any stage which may arise through in accurate setting out unless such error is based on incorrect data furnished in writing by the Site In-charge, in which case the cost of rectification shall be borne by the Corporation.

3.10.3.3 The Contractor shall protect and preserve all bench marks used in setting out the works till end of the Defects Liability Period unless the Site In-charge directs their earlier removal.

3.10.4.0 EXCAVATION AND BACKFILLING

3.10.4.1 Trenches for foundation and other structures shall be taken out to the levels and dimensions shown on the approved drawings or to such other levels and dimensions as the Engineer-in-charge may direct. The bottom of all excavations shall be carefully levelled and stopped on benches as directed by the Engineer. Any pocket of soft or loose materials and fissures in the bottom pits and trenches shall be removed and the cavities so formed filled or grouted with concrete as directed by Engineer-in-charge. When any excavation has been done and trimmed to the required levels and dimensions, the Engineer-in-charge shall be informed accordingly so that he may inspect the complete pit or trench and no excavation shall be filled in and covered with concrete until it has been inspected and the contractor has been authorized to proceed with work. All surplus excavation not required for refilling shall be deposited in embankments, or otherwise disposed of as directed. The work shall include all necessary sheeting, shoring, bracing, drawing and pumping out water, removal of all legs, stumps, grabs and other deleterious matters, obstructions, necessary for placing the foundations.

3.10.4.2 When required by the Engineer-in-charge, materials in the last 500mm of depth of the excavations shall not be removed until immediately before the concrete is to be placed.

3.10.4.3 Refilling of foundation pits and trenches shall be carried out only after the foundation and structure works within the excavation have been inspected and approved by the Engineer-in-charge. Unless otherwise directed by the Engineer-in-charge all fillings shall consists of approved materials. All space between foundation concrete and the sides of excavation shall be refilled to the original surface using approved plant, in single layers not exceeding 250mm loose thickness which shall be watered and completed to a dry density not less than that of the adjoining soil strata. Timber sheeting and other excavation support shall be carefully removed as the filling proceeds but the removal of such supports will not relieve the contractor of his responsibility for the stability of the works.

3.10.5.0 PREPARATION OF BASE

3.10.5.1 Any excavation taken out to a greater depth than that required shall be back filled with concrete of the foundation grade at the cost of the contractor. If required sand may be used for backfilling, if permitted by Site In-Charge.

3.10.5.2 Refilling of foundation pits and trenches shall be carried out only after the foundation and structure works within the excavation have been inspected and approved by the Engineer-in-charge.

3.10.5.3 Unless otherwise directed by the Engineer-in-charge all fillings shall consist of approved materials.

3.10.5.4 All space between foundation concrete and the sides of excavation shall be refilled to the original surface using approved plant, in single layers not exceeding 250mm loose thickness which shall be watered and completed to a dry density not less than that of the adjoining soil strata.

3.10.5.5 Timber sheeting and other excavation support shall be carefully removed as the filling proceeds but the removal of such supports will not relieve the contractor of his responsibility for the stability of the works.

3.10.6.0 PLAIN CEMENT CONCRETE

3.10.6.1 Plain Cement Concrete works must be carried out in dry condition and dewatering should be carried out wherever necessary before placing of concrete.

3.10.6.2 The proportion of Plain Cement Concrete should be 1:3:6 or as specified in the drawing and design. The quality of the mix will have to be checked and approved by the Site In-charge.

3.10.6.3 Surface Preparation & Stone Spreading Including PCC Specifications

- (i). Before taking up PCC base (pro 1:3:6) and stone filling, the area shall be thoroughly de-weeded including removal of roots and recovery of existing gravel.
- (ii). The Contractor shall have to prepare the site by earth cutting or filling as per site condition to arrive at the required level as specified in clause mentioned above. Contractors are advised to visit relevant sites to assess the requirement of earthwork before quoting.
- (iii). The surface of the switchyard area shall be maintained, rolled/ compacted to the lines and grades as decided by Engineer-in-Charge. De-weeding including removal of roots shall be done before rolling is commenced. Engineer-in-Charge shall decide final formation level so as to ensure that the site appears uniform devoid of undulations.
- (iv). A base layer of PCC of 80 mm thickness with proportion of 1:3:6 shall be provided before spreading of crushed rocks. PCC base shall be done in panels of 4 m x 4 m with expansion gap of 25 mm between panels. The gap shall be filled with bitumen. Each panel shall be provided with four (4) numbers of PVC pipes (per panel) of 110 mm dia of length 450 mm for soaking of water. The pipes will be provided with gratings at the top and the same will be flushed with the PCC top.
- (v). Over the PCC layer, a surface course of minimum 100 mm thickness of broken stone shall be spread. For this purpose, the recovered gravel from the switchyard shall be used. Any additional quantity of gravel required to achieve 100mm thickness shall be supplied by the contractor.
- (vi). The ground levelling activities should be done in such a manner that after construction of PCC and spreading of gravel as per specified requirements, clearance from the top of the gravel layer to the plinth should be a minimum of 300mm OR as per site condition.
- (vii). The Bidder should note that the price quoted shall be inclusive of cost of all activities for site preparations, such as clearing the area, earth filling, earth cutting, levelling etc. It is advised that the Bidders should visit the concerned sites before finalising their bids.

3.10.7.0 SHUTTERING AND CENTERING

3.10.7.1 Shuttering for concrete shall be made of either metal or timber suitably lined and of substantial and rigid construction true to shape, alignment and dimensions as shown on the approved drawings.

3.10.7.2 Shuttering shall be mortar tight and shall be made sufficiently rigid by the use of ties and bracings to prevent any displacement, deflection or movement of any kind. They shall be strong enough to withstand all pressure, ramming and vibration, movement of persons, materials and plant during and after placing the concrete. Special measures shall be taken to ensure that the form work does not hinder the shrinkage of concrete because without this cracking could occur before the form work is removed.

3.10.7.3 When the Shuttering is ready for commencing concreting, the contractor shall inform the Site-in-charge or his representative to inspect and accept the shuttering as to their strength, alignment and general fitness.

3.10.7.4 If the Site-in-charge is satisfied with the quality of shuttering then may allow the contractor for pouring concrete.

3.10.7.5 Poor or old shuttering should not be used. The Site In-Charge at his own discretion may reject any shuttering material if found not satisfactory.

3.10.8.0 CONSTRUCTION JOINT

3.10.8.1 All construction joints horizontal or vertical shall be at predetermined position according to approved drawing or as directed by the Engineer-in-charge. Prior to commencement of fresh concreting over any construction joint which has set but hardened, the removal of laitance and roughening shall be done by wire brushing and washing and care shall be taken to avoid dislodgement of coarse aggregates.

3.10.8.2 At construction joints where the concrete has hard, any skin or laitance shall be thoroughly hacked, swept cleaned and washed with clean fresh water. The surplus water shall be removed immediately before depositing fresh, concrete. The neat cement, grout shall be followed by 13mm thick layer of cement mortar of same proportion as in concrete and the concreting resumed immediately thereafter. The first batch of fresh concrete shall be forced hard on to the mortar layer and the set faces, angles and corners by means of compacting tools, vibrators etc. and the damping effect on vibration in such position shall be allowed for.

3.10.8.3 Construction joints shall be avoided as far as possible in case of structure, especially at tensile zones. Where unavoidable, concreting shall be carried out continuously up to such joints which shall preferably to transverse to the line of main compression. However, in all cases, the position of construction joints shall be predetermined and got approved by the Engineer-in-charge.

3.10.9.0 PLASTERING

3.10.9.1 Surfaces to be rendered must be cleaned and made free from all dust, loose materials, grease, etc., and be well wetted for a few hours (the wall should not be soaked but only damped evenly); but the wall should not be too wet.

3.10.9.2 Plaster may be applied in one or two coats. No single coat should exceed 12 mm in thickness as thick coats shrink more and crack.

3.10.9.3 Plaster work on new construction should be deferred as much as possible so as to let shrinkage in reinforced concrete and masonry take place before plastering.

3.10.9.4 General proportion for cement plaster should be 1:4.

3.10.10.0 CURING

3.10.10.1 Curing should be done as soon as possible after concrete is placed and when initial set has occurred and before it has hardened. It should be continued for a minimum period of 7 to 12 days when normal (Portland) cement is used, 4 to 7 days when rapid hardening cement is used, and should be kept thoroughly wet for 24 hours when high alumina cement is used.

3.10.10.2 Vertical surfaces may be covered with hanging curtains. Columns and small members shall be cured by wrapping round them wet sacks or by sprinkling water continuously. On vertical surfaces it should be checked that the wet fabric is in contact with the surface.

3.11.0 WORK SCHEDULE.

3.11.1.0 SITE HANDOVER

3.11.1.1 Handing over of the work site will be done in presence of Project Manager or its authorized representative, Resident Engineer, site engineer and contractor or its authorized representative.

3.11.1.2 The contractor has to submit the list of manpower along with contact numbers to be engaged for the work to the Project Manager.

3.11.1.3 The date of site handing over to be noted on the Site register duly signed by the Project Manager or its authorized representative, Resident Engineer, site engineer and contractor or its authorized representative.

3.11.2.0 WORK COMMENCEMENT

The work should be started only after having the following documents:

3.11.2.1 Work order

3.11.2.2 Site Register

3.11.2.3 Measurement Book

3.11.2.4 Drawings (if required)

3.11.2.5 Specifications of item & schedule of Quantity

3.11.3.0 SITE REGISTER

3.11.3.1 It will be issued along with the work order.

3.11.3.2 It will be the responsibility of the Contractor to record and update the site register with details of Day-to-Day activities and other details countersigned with seal by AEGCL.

3.11.3.3 The days on which no work is carried out should be recorded in the site register with proper justification.

3.11.3.4 Any instruction by AEGCL officials during site visit must be noted properly and should be jointly signed by the official and the contractor or its authorised representative. In case of any disagreement, the Contractor must notify AEGCL in written.

3.11.3.5 Any deviation in works must be properly noted in the site register by the Contractor along with proper justification for it.

3.11.3.6 Progress report along with work completion percentage must be prepared by the Contractor on the basis of site register log and has to be submitted to AEGCL on 1st and 16th day of the month. In case of holiday, it should submit on next working day.

3.11.3.7 Site register shall be verified from time to time by the Site In-charge and any anomalies found will be forwarded to higher authorities in written by the Site Incharge of AEGCL.

3.11.4.0 PERT CHART OR BAR CHART

The successful bidder within 10 (ten) days before the contract is awarded will make out a detailed PERT Chart covering all activities along with detailed program chart on accepted scheme indicating various stages of execution, method of execution and completion of work in different stages keeping the period of completion in view and submit the same to the Engineer for the consideration and approval.

3.12.0 QUALITY CONTROL

If required by AEGCL, the contractor must perform the test on construction materials. These tests listed in the document should be carried out as per Indian Standard Code specifications of the respective tests. Proper records of these tests should be maintained.

a) Tests for fresh concrete:

Workability: To determine the workability of fresh concrete by slump test as per IS: 1199-1959

b) Tests on Hardened Concrete:

(i). Non-destructive tests: Rebound hammer test: To assess the likely compressive strength of concrete by using rebound hammer as per IS:13311(Part 2)-1992

(ii). Compression test: to determine the compressive strength of concrete specimens as per IS:516-1959

Section - 4

General Conditions of Supply and Erection of AEGCL

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

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

Section 5- Special Conditions of Contract

This Section 'SCC' is supplementary to Section -4 'General Conditions of Supply and Erection of ASEB'.

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

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Section - 5

Special Conditions of Contract

5.1.0 DEFINITION OF TERMS

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

“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.

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

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

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

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

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

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

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

“Contractor’s Equipment” means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of the “Works” that are to be provided by the Contractor, but does not include Plant, or other things intended to form or forming part of the Works.

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

The “Contract period” means the period from the contract commencement date to the date (the warranty period is effective).

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

5.2.0 CONTRACT DOCUMENTS

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

5.3.0 LEGAL JURISDITCTION

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

5.4.0 LANGUAGE

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

5.5.0 SCOPE OF WORKS

- 5.5.1. Unless otherwise expressly limited in the **Purchaser's Requirements**, the Contractor's obligations cover the execution of PCC, graveling and associated works towards Augmentation of 132 kV Srikona GSS, AEGCL, and the completion of the Works in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, '**Purchaser's Requirements**'. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Purchaser, as specifically provided in the **Purchaser's Requirements**.
- 5.5.2. The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Works as if such work and/or items and materials were expressly mentioned in the Contract.

5.6.0 TIME FOR COMMENCEMENT AND COMPLETION

- 5.6.1. For the purpose of determining the completion time of the Works, the date on which the Contractor signs the Contract Agreement **OR** the date, 15 days from the issue of the LoA/NoA, whichever is earlier shall be taken as Commencement Date of the contract.
- 5.6.2. The Contractor shall attain Completion of the Works (or of a part where a separate time for Completion of such part is specified in the Bidding Document), within the time stated in the **Article 3** of the Contract Agreement (Contract Forms) or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.21.0** hereof.
- 5.6.3. As soon as the Works, in the opinion of the Contractor, been completed as per requirements of the specification/contract, the Contractor shall so notify the Purchaser's Representative in writing.
- 5.6.4. The Purchaser's Representative shall, within thirty (30) days after receipt of the Contractor's notice under **Sub-Clause 5.6.3**, either issue a Completion Certificate in the form specified by the Purchaser's Representative, stating that the Works thereof have reached Completion as of the date of the Contractor's notice under **Sub-Clause 5.6.3**, or notify the Contractor in writing of any defects and/or deficiencies.
- 5.6.5. If the Purchaser's Representative notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in **Sub-Clause 5.6.3**.
- 5.6.6. If the Purchaser's Representative is satisfied that the Works have reached Completion, the Purchaser's Representative shall, within fifteen (15) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Works have reached Completion as of the date of the Contractor's repeated notice.
- 5.6.7. If the Purchaser's Representative is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within fifteen (15) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.
- 5.6.8. If the Purchaser's Representative fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within thirty (30) days after receipt of the Contractor's notice under **SCC Sub-Clause 5.6.4** or within fifteen (15) days after receipt of the Contractor's repeated notice under Sub-Clause 5.6.6, then the supplies/works shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, as the case may be.

5.7.0 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 Works or as otherwise provided in the Contract.
- 5.7.3. In the event of changes in rates of statutory taxes, the contract price is subject to amendment only if such taxes are specifically quoted in designated column of price schedule or mentioned in remarks column.
- 5.7.4. In the event of implementation of new tax/taxes such as GST, the contract price is subject to amendment as per the tax applicable and guidelines by statutory tax authority.

5.8.0 TERMS OF PAYMENT

- 5.8.1. No advance/Mobilization advance shall be made in this contract.
- 5.8.2. No claim for interest shall be entertained by AEGCL in respect of any money or balance which may be in AEGCL's hands owing to any dispute or difference or misunderstanding between the contractor and the AEGCL or due to the reason beyond the reasonable control of AEGCL.
- 5.8.3. First running bill shall be paid to the contractor on 30% completion of the work and Second running bill shall be paid to the contractor on 60% completion of the work.
- 5.8.4. Running Bill must contain certified photocopies of Site Register of up to date work executed and photograph of work in sequence of execution duly signed with seal by AEGCL.
- 5.8.5. Final bill must contain the original site register.
- 5.8.6. Final payment shall be released to the contractor only after completion of the work in all respect and final acceptance by AEGCL.
- 5.8.7. Payment is subject to availability of specific fund.
- 5.8.8. The Bidder / Firm will have to submit the following
 - a) Net Banking details
 - b) Banker's Name & Branch
 - c) Account No
 - d) Banker's address
 - e) Banker's IFSC Code
 - f) Banker's RTGS Code

5.9.0 PERFORMANCE SECURITY DEPOSIT

- 5.9.1. Subject to **SCC Clause 5.9.2 and SCC Clause 5.9.3**, the Supplier shall have to deposit to the extent of 10% (ten percent) of the total value of the order as performance security (Bank Guarantee), within fifteen (15) days of receipt of notification of award, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 60 days beyond the warranty period as per **SCC clause 5.12.2**. In case of Abnormally Low Bid the amount to be taken as performance guarantee will be as per bid document.
- 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 Contractor fails or neglects to observe, perform any of his obligations under the contract, it will be lawful for the "Purchaser" to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier.
- 5.9.4. No interest shall be payable on such deposits.

5.10.0 RETENTION MONEY

- 5.10.1. 20% retention money will be deducted from running bill, which will be released along with the final bill on completion of the work in all respect.

5.11.0 REPRESENTATIVES

5.11.1. Purchaser's Representative

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

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

5.11.2. Contractor's Representative & Construction Manager

- 5.11.2.1. Within seven (7) days of signing of the Contract, the Contractor with approval of the Purchaser shall appoint the Contractor's Representative.
- 5.11.2.2. The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

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

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

- 5.11.2.3. From the commencement of Works at the Site until Completion, the Contractor's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, the Contractor's Representative or the Construction Manager shall appoint a suitable person to act as the Construction Manager's deputy.
- 5.11.2.4. The Purchaser may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Purchaser, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under the Contract. The Purchaser shall provide evidence of the same, whereupon the Contractor shall remove such person from the Site.
- 5.11.2.5. If any representative or person employed by the Contractor is removed in accordance with **SCC Sub-Clause 5.11.2.4**, the Contractor shall, where required, promptly appoint a replacement.

5.12.0 WARRANTY

- 5.12.1. The Contractor/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. The Contractor further warrants that the works or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and equipment supplied and of the work executed.
- 5.12.2. The term "Period of Warranty" shall mean the period of **eighteen (18) months** from the date of completion of work or Taking Over of the Work by AEGCL, in pursuance to SCC Clause 5.6.0. This will be issued by the appropriate authority.
- 5.12.3. If during the Period Warranty any defect should be found in the design, engineering, materials and workmanship of the plant and equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at Contractor's cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the facilities caused by such defect.
- 5.12.4. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Purchaser may, following notice to the Contractor, 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.
- 5.12.5. The contractor shall make good at his own cost and to the satisfaction of AEGCL all defects, or other faults which may appear during the defect liability period. In default, AEGCL may employ and pay other agency or persons to amend and make good such damages. Losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor, failing which the same shall be recoverable from the payment due to the contractor and performance guarantee. In the event of amount due and performance guarantee being insufficient, the balance amount will be recovered from the contractor from the amount due or retained for other works executed in AEGCL.

5.13.0 CONTRACTOR'S DRAWINGS

- 5.13.1. All working drawings shall preferably be prepared in AutoCAD 2000 software or its later version. The contractor shall also submit the soft copies of all working drawings.
- 5.13.2. Within 30 days from the date of acceptance of notification of award of contract, the contractor shall send to the Purchaser a preliminary list of all the drawings with their respective identification numbers, titles and expected date of submission. This list shall be amended or extended by the contractors as and when necessary, during the progress of the work under the contract.
- 5.13.3. All titles, notes and inscriptions on the drawings shall be in English.

- 5.13.4. All drawings which the contractor shall send to the Purchaser for approval shall be approved or rejected or returned for modification within 45-60 days of receipt by the Purchaser.
- 5.13.5. Upon approval by the Purchaser, the drawings shall become the contract drawings and thereafter, the contractor shall not depart from them in anyway whatsoever except with the written permission of the Purchaser.
- 5.13.6. **FINAL AS-BUILT DRAWINGS**
In the final stages of the contract, the contractor shall submit to the Purchaser hard copies as well soft copies of complete set of built-up drawings.
- 5.13.7. **MISTAKES/ ERRORS IN DRAWINGS**
- 5.13.7.1. The contractor shall be responsible and liable for any alterations of the work due to any discrepancies, errors, or omissions in the drawings or other particulars which have arisen due to inaccurate information or particulars furnished by the contractor, even though approved by the "Purchaser".
- 5.13.7.2. However, the "Purchaser" shall be responsible for drawings and information supplied by him. The "Purchaser" shall compensate for any alterations of the work necessitated by the reason of inaccurate information supplied by him to the contractor.
- 5.13.7.3. In case of non-suitability of drawing or specifications, the matter to be brought to the notice of Competent Authority without any delay. Any modification or deviation should only be done after approval of Competent Authority.
- 5.13.7.4. In case of any omission and error in the drawing and specification the same procedure as above should be followed.
- 5.14.0 COPY RIGHT ETC**
- 5.14.1. The contractor shall indemnify the purchaser against all claims actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India by the use of any equipment supplied by the contractor but such indemnity shall not cost any use of the equipment other than for the purposes indicated by or reasonably to be inferred from the specification.
- 5.15.0 SUBLETTING CONTRACT**
- 5.15.1. The "Contractor" shall not, without the consent in writing of the "Purchaser" assign or sublet his contract, or any substantial part thereof, or interest therein or benefit or advantage whatsoever, other than for raw materials or for minor details or for any part of the work of which the sub-contractors are named in the tender provided any such consent shall not relieve the "contractor" from any obligation, duty or responsibility under the contract.
- 5.16.0 QUANTITY VARIATION**
- 5.16.1. "Purchaser" shall have the right to increase/decrease the ordered quantity by 20% within 60 days of the period of completion of the Works and the same shall be carried out at the same rates /prices and terms and conditions stipulated in the order except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.
- 5.16.2. The Tendered rates shall hold good for any variations in the Tendered quantities for completion of work on account of any modification in the bill of quantities or design or specification.
- 5.16.3. Deletion of work: AEGCL and its representative have the right to delete or decrease any item or quantity from schedule of quantity at its discretion if deemed necessary. No claim by the contractor will be admissible for this deletion or deduction of Item/quantity from schedule of quantity.
- 5.17.0 CO-OPERATION WITH OTHER MANUFACTURERS**
- 5.17.1. The "Contractor" shall agree to co-operate with the Purchaser's other contractors for associated supplies and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication. No remuneration shall come from the "Purchaser" for such technical co-operation.
- 5.18.0 INSPECTION AND TESTING**
- 5.18.1. The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the plant& equipment and any part of the works as are specified in the Contract. 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.
- 5.18.2. The Purchaser and the Purchaser's Representative or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Purchaser shall bear all costs and expenses

incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 5.18.3. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice (not less than 21 days) of such test and/or inspection and of the place and time thereof to the Purchaser's Representative. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser and the Purchaser's Representative or their designated representatives to attend the test and/or inspection.
- 5.18.4. The Contractor shall provide the Purchaser's Representative with a certified report of the results of any such test and/or inspection.
- 5.18.5. 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 5.18.3**.
- 5.18.6. If it is agreed between the Purchaser and the Contractor that the Purchaser and the Purchaser's Representative or their designated representatives shall not attend the test and/or inspection, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.
- 5.18.7. 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 5.18.4 & 5.18.6**, shall release the Contractor from any warranties or other obligations under the Contract.

5.19.0 INSURANCE

- 5.19.1. 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.
- 5.19.2. 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.
- 5.19.3. In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the supplier shall replace free of cost missing / damaged / lost materials within 30 (thirty) days from the receipt of report thereof from the consignee(s) without waiting for settlement of their claims with their carriers / under-writers. Normally, such reports from the consignee(s) to the supplier shall be initiated within a period of 30 (thirty) days from the date of receipt of each consignment by him /them.
- 5.19.4. If it is considered necessary that the damaged equipment either in part or in full to be sent back to the manufacturer's works for repair, the manufacturers/ suppliers will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Contractor.
- 5.19.5. Unless, otherwise mutually agreed upon, in case of failure by the supplier to replenish /make good of the loss /damage /short supplied quantities, within the stipulated period, the 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.
- 5.19.6. All materials will be dispatched against clear door delivery basis unless otherwise agreed by the "Purchaser".
- 5.19.7. The bidder shall arrange for any pay/cost of personnel accident insurance, medical treatment etc. in respect of their employees assigned to the works for all time and shall govern by Law of the land.

5.20.0 FORCE MAJEURE

- 5.20.1. "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.
- 5.20.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 5.20.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 5.21.0**.
- 5.21.0 EXTENSION OF TIME FOR COMPLETION**
- 5.21.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- (a) any Change in the scope of works by the Purchaser; which justifies extension of completion time as provided in **SCC Clause 5.16.0**; and
 - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.20.0**.
- 5.21.2. 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 Clause 5.24.0**.
- 5.21.3. Without valid Time Extension by the Managing Director, AEGCL, no bills are to be passed where application of time extension is required.
- 5.22.0 LIQUIDATED DAMAGE**
- 5.22.1. The Contractor guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 5.6.2**, or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.21.0** hereof.
- 5.22.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.21.0**, the Contractor shall pay to the 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.
- 5.22.3. Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Purchaser may consider following actions:
- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the supplier and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the contractor; or
 - (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor and forfeit the security deposit.

(c) Declare it as a “Contractual Failure” and act in accordance with **SCC Clause 5.23.0**.

5.23.0 CONTRACTUAL FAILURE

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

5.24.0 ARBITRATION

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

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

5.25.0 TERMINATION OF CONTRACT

5.25.1 If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

5.25.2 In the event of termination of the contract, AEGCL shall be at liberty to get balance work done by any third party at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

5.26.0 CHANGE OF NAME OF THE TENDERER

5.26.1 At any stage after tendering, AEGCL shall deal with the Contractor only in the name and the address under which the tender was submitted. All the liabilities/ responsibilities for due execution of the contract shall be that of the Contractor.

5.26.2 Any change/ alteration of name/ constitution/ organization of contractor shall be duly notified to the AEGCL and the AEGCL reserves the right to determine the contract, in case of any such notification.

5.27.0 LABOUR LEGISLATION

5.27.1 The Bidder shall comply with the provisions of the Apprentices Act 1961, payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen’s Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Act or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

5.27.2 The Bidder shall indemnify and keep indemnified AEGCL against payments to be made under and for the observance of the laws aforesaid and the Contractors’ Labour Regulations without prejudice to his right to claim. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

5.27.3 The Bidder shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the Bidder.

5.27.4 The Bidder shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by them. The Bidder shall fully indemnify AEGCL against any action by the state and/or Central Government for any default or alleged default by the Bidder for violation of any of such rules and regulations. If, due to any default of the Bidder, AEGCL has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, AEGCL shall be entitled to recover from the Bidder all such expenditure in full from any payment due to the Bidder.

5.28.0 DAMAGE TO PERSON AND PROPERTY

5.28.1 The Contractor shall be responsible for all injury to the work or to workmen, to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of contractor or its employees, against whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract. The Contractor shall at his cost effect the insurance necessary and indemnify AEGCL entirely from all responsibility in this respect. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, all medical expenses, compensation to be borne in the event of accident etc., damage or loss to the Contract itself till this is made over a complete state. Insurance is compulsory and must be affected from the very initial stage and should cover the entire contract period till handing over of complete works. The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this Contract. AEGCL shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the Contractor.

5.29.0 DEATH, BANKRUPTCY ETC.

5.29.1 If the Contractor becomes bankrupt or being a corporation is in the process of winding up, amalgamation or reorganization, the AEGCL shall be at liberty to:

- i. Terminate the contract forthwith by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested.
- ii. Give such liquidator, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be determined by the AEGCL.

5.29.2 In case of death of the Contractor before completion of work and supply, the Engineer or AEGCL shall be at liberty to:

- i. Close up the contract and take over the completed portion of work done and made as per specification and make final payment to the legal heir of the Contractor on receipt of claim from such legal heir.
- ii. Give the contract to the legal heir of the Contractor subject to his depositing a performance security for the due and faithful performance of the contract. The performance security amount shall be determined by the AEGCL commensurate with the incomplete portion of the work. The AEGCL will enter into a fresh contract with the legal heir of the Contractor on the same terms and conditions of the earlier contract.

5.30.0 SUSPENSION OF BUSINESS DEALINGS WITH FIRMS/ CONTRACTORS

5.30.1 The AEGCL may suspend business dealings with a Firm/ Contractor, if: -

- i. The Central Bureau of Investigation or any other investing agency recommends such a course in respect of a case under investigation; and if a prima facie case is made out that the firm is guilty of an offence involving unethical, unlawful, fraudulent means in relation to business dealings, which, if established, would result in business dealings with it being banned.
- ii. The AEGCL has past record of non-performance of the Firm in its previously awarded contracts.
- iii. The AEGCL has record of ban against the Firm by other Government /Public sector utility.

5.30.2 However, the AEGCL shall give the Firm/ Contractor a fair chance to explain the circumstances of such previous suspensions.

5.31.0 BANNING OF BUSINESS DEALINGS WITH FIRMS/CONTRACTORS

5.31.1 The AEGCL may ban business dealings with a Firm/ Contractor, if: -

- i. The owner (s) of the Firm/ Contractor is convicted by a court of law following prosecution for offences involving unethical, unlawful, fraudulent means in relation to business dealings.
- ii. There is strong justification that the Firm has been guilty of malpractices such as, bribery, corruption, fraud, substitution of tenders, interpolation, mis-representation, evasion or habitual default in payment of any Government tax etc.
- iii. The Firm continuously refuses to return government dues without showing adequate cause and government are reasonably satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law.
- iv. The Firm is found guilty of involving in unethical practices, such as: -

- a) "corrupt practice" involving offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any such official/ party in procurement process or in contract execution.
- b) "Fraudulent practice" involving misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer.
- c) "Collusive practice" involving a scheme among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- d) "coercive practice" involving harming or threatening to harm directly or indirectly, persons or their property to influence procurement process or the execution of a contract.

The AEGCL may sanction a Firm/ Contractor or its successor, including declaring ineligible, indefinitely or for a period of not less than 3 (three) years.

5.32.0 ACCEPTANCE AND TAKEOVER

5.32.1 When the term of contract shall be fully complied with completing all works as per approved drawing and technical specifications to the satisfaction of the Department for a period as applicable, the Contractor/Firm shall have to submit Performance Certificate to the office of the undersigned after the satisfactory completion of the work through the executing authority for finalization of the work/payment as well as for the final acceptance and taking over the completed work and to issue the necessary certificate thereof.

Section 6- Contract Forms

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

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[AEGCL's letter head]

1. Notification of Award

Letter of Acceptance

PCC and Graveling work of 132 KV Switchyard Area towards Augmentation of 132 KV Srikona GSS, AEGCL

[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, 2 and 2A), 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 installation of all equipment and related 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 correction if any)
2) Draft Contract agreement

STAMP (Rs. 100, non-Judicial)

2. Contract Agreement
(Installation 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, Bijlee 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 'Installation and Related Services Contract' covering inter-alia installation of all equipment and related services for the complete execution of '**PCC and Graveling work of 132 KV Switchyard Area towards Augmentation of 132 KV Srikona GSS, AEGCL**' as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

- | | |
|--|---|
| Article 1
Contract Documents | <p>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:</p> <ul style="list-style-type: none">(a) This Contract Agreement and the Appendices hereto(b) Letter of Price Bid and Price Schedules submitted by the Contractor(c) Letter of Technical Bid and Technical Proposal submitted by the Contractor(d) Special Conditions of Contract(e) General Conditions of Supply and Erection(f) Specification (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 <p>1.2 Order of Precedence (Reference SCC Clause 5.2.0)
In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.</p> <p>1.3 Definitions (Reference SCC Clause 5.1.0)
Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the SCC.</p> |
| Article 2
Contract Price and Terms of Payment | <p>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.</p> <p>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.</p> |
| Article 3
Commencement Date | <p>3.1 Commencement Date (Reference SCC Clause 5.6.1)
The Commencement Date upon which the period until the Time for Completion of</p> |

- and Completion Time** the Works shall be counted from is the date when this Contract Document is signed **OR** the date, 15 days from the issue of the LoA/NoA, whichever is earlier.
- 3.2 **Completion Time** (Reference SCC Clause 5.6.2)
The whole works under the scope of this Contract shall be completed within **six (06)** months from Contract Commencement Date.
- 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
[**Signature**]
[**Title**]
in the presence of
[**Signature**]
[**Title**]

Signed by, for and on behalf of the Contractor
[**Signature**]
[**Title**]
in the presence of
[**Signature**]
[**Title**]

APPENDICES

- Appendix 1 - Terms and Procedures of Payment
 - Appendix 2 - Time Schedule
 - Appendix 3 - Performance Security
 - Appendix 4 - Price Schedules
 - Appendix 5 - Guaranteed and Other Technical Particulars
 - Appendix-6- LoA
- (Other documents if required shall be added here)

Appendix 1 – Terms and Procedure of Payment

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

Appendix 2 - Time Schedule

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

Appendix 3 - Form of Performance Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

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

Bank's Name:

Address of Issuing Branch or Office:

Email id and phone no for correspondence:

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

Bid Security No.:

WHEREAS _____ [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of 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 claim 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 up to 60 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.***