

ASSAM ELECTRICITY GRID CORPORATION LTD.

BIDDING DOCUMENT FOR

**“Sag Adjustment of OPGW with top most conductor of 132KV Sarusajai-
Kamakhya TL under Pakage L”**



Chief General Manager (T&C, Comm)

Bid identification No.

AEGCL/MD/CGM(T&C, Comm)/Tender/OPGW/2023/02

Regd. Office: 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001

CIN: U40101AS2003SGC007238

Ph: 0361-2739520/Fax:-0361-2739513 Web: www.aegcl.co.in

INSTRUCTION TO BIDDERS

SECTION 1

1.1.0 INTRODUCTION:

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

Joint venture is not allowed for this bid.

a) Name of work: Sag adjustment of OPGW with topmost conductor of 132KV Sarusajai-Kamakhya TL under Pkg-L

INTENT OF THE TENDER ENQUIRY:

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

1.2.0 SCOPE OF WORK:

The major scopes of work are as follows:-

- a) OPGW drum and hardware fittings transportation from AEGCL store to site if required.
- b) OPGW drum testing.
- c) Hotline sag adjustment of existing OPGW.
- d) Pre and post OTDR, LSPM test.
- e) Final Handover after link test.
- f) All joint and splicing works at Junction Box and FODP.

1.4.0 TIME SCHEDULE:

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

1.5.0 ESTIMATE:

Rs. 11,94,543.00 (Rupees Eleven Lakh Ninty Four Thousand Five Hundred and Forty Three) Only

1.6.0 ELIGIBILITY CRITERIA:

1.6.1. EXPERIENCE

To be qualified for the bid the bidder must compulsorily meet the following minimum criteria.

i. The bidder should have successfully completed, as a prime contractor the following works during the previous five (5) financial years along with the requirement stated below:

- a. At least 15 KM of OPGW hotline stringing for sag adjustment work in AEGCL in NER (North Eastern Region).

or

At least hotline OPGW connectivity of 2 nos. of 132KV EHV GSS including supply of Ethernet switches/E1 PDH converters in AEGCL/PGCIL in NER.

- b. Should have a local office in Assam for the last three years.

1.6.2. FINANCIALS:

- i. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. As supporting document, bidder should submit audited balance sheets or other financial statements acceptable to the Purchaser, for last 3 (three) financial years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. Apart from audited balance sheet, bidder shall submit duly filled and signed **Form 'FIN-1'** given in Section 2. Using the 'Form LIT – 1' (Section 2, Bidding Form), bidder shall list all Pending Litigation. All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder's net worth.
- ii. Bidder must have minimum **Average Annual Turnover (AAT) of Rs.15,00,000/- (Rupees Fifteen Lakhs Only)**. AAT shall be calculated by averaging total certified payments received for contracts in progress or completed, for the last 3 (three) years. The bidder shall furnish, along with its bid, audited balance sheets and duly filled up Form '**FIN-2**' in support of this Clause. Bidder must submit duly filled and signed **Form FIN-3** of section 2 in support of this clause.

1.7.0 SITE VISIT:

- i. The Bidders are advised to visit and examine the sites where the works are to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the sites shall be at the Bidder's own expense.
- ii. The Bidders and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

1.8.0 QUANTUM OF WORK:

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

1.9.0 QUERY ON THE BIDDING DOCUMENT:

Prospective bidder may submit query, if it felt necessary, requesting clarification of any bid clause. If the purchaser i.e AEGCL found the query acceptable will issue necessary amendments in form of corrigendum.

1.10.0 CLARIFICATION OF BIDS:

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

by the Purchaser in the evaluation of the bids. If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

1.11.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids shall be received OFFLINE at the O/o the CGM (T&CC), Narengi, Ghy-26 only on or before the date and time indicated in the **Bid Data Sheet (BDS)**. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.12.0 SUBMISSION OF BID:

The bidder shall submit the techno commercial & price bid in the office of CGM (T&CC) Narengi, Ghy-26. All documents as required by this bidding document shall be submitted accordingly. Price schedule should be submitted in the format provided. Bidder must go through the document checklist provided in this bidding document and submit all required document. Bidders are also requested to submit the information in the format provided in this bidding document where applicable.

In addition to the bid submission, (i) **EMD in the form DD** (ii) Duly filled and signed **tender submission form** and (iii) **Authorization letter of bid signatory** (iv) must be submitted in a sealed envelope superscribed with the name of bidder, full address, IFB reference, name of work etc. at the office of the CGM (T&CC), Narengi, Ghy-26 **one hour prior to bid submission end date and time**. In case these documents are not received, the bid shall be summarily rejected.

1.13.0 BID VALIDITY:

The validity of bid shall be for **120 (One Hundred Twenty) days** from the date of bid submission end date.

1.14.0 OPENING OF TECHNO-COMMERCIAL BIDS

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

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

1.15.0 EARNEST MONEY DEPOSIT (EMD) and EMD and Bid fee exemption:

EMD should be submitted along with Techno-Commercial bid. Alternatively, if allowed bidders may submit EMD BG from schedule banks in favor of Managing Director, AEGCL. The earnest money will be released to the unsuccessful bidders on finalization of the tenders. The EMD to the successful bidder will be released on submission of Security Deposit after execution of the contract agreement. Bidders having MSME registration will be exempted from submission of EMD and Bid Fee.

1.16.0 PRICE BASIS:

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

1.17.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS:

During the evaluation of bids, the following definitions apply:

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

1.18.0 PRELIMINARY EXAMINATION OF TECHNICAL BIDS:

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

- (a) Original copy of **EMD BG or Online EMD payment receipt**,
- (b) Duly filled and signed **tender submission form** and
- (c) **Authorization letter of bid signatory in case the bidder is a company**.

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

1.19.0 RESPONSIVENESS OF TECHNO-COMMERCIAL BID:

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

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

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

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

1.20.0 EVALUATION OF PRICE BIDS:

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

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

1.21.0 AWARD CRITERIA:

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

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

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

1.23.0 NOTIFICATION OF AWARD:

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

1.24.0 PERFORMANCE SECURITY:

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

1.25.0 SIGNING OF CONTRACT AGREEMENT:

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

**Annexure to SECTION 1
BID DATA SHEET**

Name of Work	Sag adjustment of OPGW with top most conductor of 132KV Sarusajai-Kamakhya TL under Pkg-L
Location of Work	132KV Sarusajai – Kahilipara and 132KV Kahilipara- Sisugram line till Kamakhya
NIT No.	No: AEGCL/MD/CGM (T&C, Comm)/Tender/OPGW/2023/01
Bid Identification No.	AEGCL/MD/CGM(T&C, Comm)/Tender/OPGW/2023/02
Estimate(In Indian Rupees)	Rs. 11,94,543.00 (Rupees Eleven Lakh Ninety Four Thousand Five Hundred and Forty Three) Only
Earnest Deposit(EMD) Money	Rs. 25000 (Twenty Five Thousand) Only
Bid submission mode	Offline
Address for bid opening	O/o The CGM TCC , AEGCL Narengi, Ghy-26 Street Address: ASEB Colony City: Guwahati (Assam) PIN Code: 781026 Country: India
Key dates	Tender publishing date: 16.10.23, 16:00 Hrs Tender submission start date: 17.10.23, 10:00 Hrs Tender submission end date and time: 06.11.23, 17:00 Hrs Techno-commercial bid opening date: 07.11.23. 14:00 Hrs

SECTION 2 BIDDING FORMS

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

Form – 1

Document checklist

SL. No.	Document to be submitted	Submitted(Yes/No)	Name of PDF
1.	Letter of technical bid (Form-2)		
2.	Notarised Power of attorney for the person signing the tender		
3.	Bank Guarantee for EMD (Form-3)		
4.	Bidders company/firm registration certificate/certificate of incorporation		
5.	GST registration		
6.	Electrical license for working on 132 KV (or above) line from Statutory authority of Assam		
7.	Filled up Form ELI-1		
8.	Filled up Form LIT		
9.	Filled up Form FIN-1		
10.	Filled up Form FIN-2		
11.	Filled up Form FIN-3		
12.	Audited Balance sheet for last three years		
13.	Bank solvency certificate/other supporting document		
14.	Filled up Form EXP-1		
15.	Order/Contract copies establishing past experience		
16.	Completion certificate of work executed		
17.	Completion schedule bar chart		
18.	Documents relating to Personnel Capability of the Bidder*		
19.	Documents relating to Equipment Capabilities of the bidder**		
20.	Additional documents if any		

*The Bidder must be suitably qualified personnel to fill positions required for contract implementations. The Bidder will supply information of the key personnel, design & engineering staff, support staff, field staff giving details of experience in Stringing/Rearrangement/erection of OPGW in 132kV or higher voltage transmission line.

**The bidder should possess the necessary equipment required for execution and completion of the entire scope of work stated in 1.3.0. The list of equipment is to be submitted and duly signed by the bidder.

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

(In bidder's letterhead)

Form-2
Letter of technical bid

Date:

To

The Chief General Manager (T&CC)
AEGCL, Narengi, Ghy-26.

Bid Identification No: AEGCL/MD/

Sir,

I/We the undersigned, declare that, we, [insert name of the bidder] having registered office at [insert address of the registered office] having experience in Execution of similar works/ OPGW re-arrangement works/OPGW restoration works, in 132KV or above voltage class transmission line(s), have read the bid document and do not have any reservation to any of the clause therein. We offer to execute the work of:

“Sag adjustment of OPGW with top most conductor of 132KV Sarusajai-Kamakhya TL under Pkg-L”

in conformity with the bid specification. Our Bid shall be valid for a period of **45 (Forty Five)** days from the date fixed for the bid submission deadline and it shall remain binding upon us at any time before the expiration of that period.

Common Seal and Signature of the authorised person:

Name:

Designation:

Form – 3

Format for Bank Guarantee (Earnest money deposit)

Bank Guarantee

(To be stamped in accordance with Stamp Act)

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

Bank's Name:

Address of Issuing Branch or Office:

Email id and phone no for correspondence:

Beneficiary: The Managing Director, AEGCL

Name and Address of Purchaser

Bid Security No.:

We have been informed that *name of the Bidder*. (Hereinafter called "the Bidder") intends to submit to you its bid against *Bid ref* for Hotline OPGW Stringing in 132 KV Kahlipara-Dispur Line.

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

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

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

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

BG expiry date:

BG 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 EMD amount as per bid.*
2. *This guarantee shall be valid upto 30 days beyond the bid validity.*
3. *For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*
4. *Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.*

Form-ELI-1
Bidder's information Sheet

Sl. No.	Particulars	Bidders response
1	Bidders name and registered address	
2	Bidders authorised representative, designation and contacts	
3	GST registration no.	
4	Bid validity	120 (One Hundred Twenty) Days
5	MSME/SSI registration Udyog Adhaar/NSIC registration available?	Yes/No
6	EMD exemption claimed	Yes/No

(Signature and common seal)

Name:

Designation:

Date:

Form – LIT
Pending Litigation

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

(Signature and common seal)

Name:

Designation:

Date:

Form FIN – 1
Financial Situation

Information from Balance Sheet

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

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Note: To be supported by audited financial documents

(Signature and common seal)

Name:

Designation:

Date:

Form FIN – 2
Average Annual Turnover

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

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

(Signature and common seal)

Name:

Designation:

Date:

Form FIN- 3
Current Contract Commitments

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

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

(Signature and common seal)

Name:

Designation:

Date:

Form – EXP-1
EXPERIENCE

Each Bidder must fill in this form

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

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

(Signature and common seal)

Name:

Designation:

Date:

Price Schedule

All prices are in Indian Rupees

SI No	Particulars	Quantity			
		Unit	Qty	Rate	Amount
A	Work Description				
1	Live-line back pulling of existing ground wire and refitting of 24Fibre OPGW (inclusive of dismantling hardware fittings)	Km	9.5		
2	Dismantling charges for OPGW Double dead set Tension Assembly	Set	30		
3	Installation charges of suspension assembly	Set	10		
4	Installation charges of double dead end tension assembly with or without splice location	Set	28		
5	Dismantling of vibration dampers	Set	80		
6	Installation of Vibration dampers	Set	80		
7	Installation of downlead clamps	Set	30		
8	Splicing and jointing works at junction box including optical splice kit	Set	5		
9	OTDR and LSPM test	KM	1		
10	Tools and tackles for stringing and transportation to & fro	Nos	1		

SECTION 3

Purchaser's Requirements

3.1.0 SCOPE

The brief description of scope covered under this Bidding Document is furnished below:

- a) OPGW drum and hardware fittings transportation from AEGCL store to site if required.
- b) OPGW drum testing.
- c) Hotline sag adjustment of existing OPGW..
- d) Pre and post OTDR, LSPM test.
- e) Final Handover after link test.
- f) All joint and splicing works at Junction Box and FODP.

3.2.0 SERVICE CONDITIONS

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

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

3.3.0 STRINGING OF OPGW:

The Hotline stringing of the OPGW shall be done in a most standard method used for such lines. The tenderer shall give complete details of the stringing method they propose to follow and indicate its adaptability and advantages. They shall also indicate the tools and equipment required for stringing by the method proposed by them. The contractor shall use his own stringing and erection tools and other equipment. The contractor shall be entirely responsible for any damage to the towers or the conductors during stringing.

SECTION 4
General Conditions of Supply and Erection of AEGCL

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

SECTION 5

Special Conditions of Contract

5.1.0 DEFINITION OF TERMS

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

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

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

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar month.

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

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

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

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

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

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

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

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

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

5.2.0 CONTRACT DOCUMENTS

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

5.3.0 LEGAL JURISDICTION

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

5.4.0 LANGUAGE

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

5.5.0 SCOPE OF WORK

- 5.5.1. The Stringing services to be supplied shall be as specified in section 3- Purchaser’s requirement and quantity as stated in Price Schedule of Section -2, Bidding Forms.

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

5.6.0 DELIVERY SCHEDULE

- 5.6.1. Contract completion period shall be counted from contract commencement date. Completion of the work shall be within **45 (Forty Five) days** from Contrat commencement.
- 5.6.2. The Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Article 3 of the Contract Agreement (Contract Forms) or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.14.0** hereof.

5.7.0 CONTRACT PRICE

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

5.8.0 TERMS OF PAYMENT

- 5.8.1. The contract price shall be paid as specified in subsequent sub-clauses, if not provided in Contract Forms, Section-6.
- 5.8.2. The terms of payment for the works shall be as follows
- i. In total 8 (eight) Nos. of progressive erection invoice/ bill would be entertained.
 - ii. The 1st progressive erection invoice/ bill would be entertained on completion of 30% of total erection of the project.
 - iii. Thereafter, erection invoice/ bill can be submitted on completion of 10% of the subsequent erection work.
 - iv. 6 (six) Nos. of progressive invoice/ bill would be entertained in 6 (six) equal installments @10% or a proportionate progressive erection works as deemed fit by the AEGCL.
 - v. Remaining 10% of the erection value would be paid on completion of 100% erection, testing and commissioning activities of the project.
- 5.8.3. Documents required along with invoice: Following documents need to be submitted along with invoice –
- (i) Application for payment
 - (ii) Contractors invoice showing LOA reference, Goods description, quantity dispatched, unit reclamation price, total amount (3 Copies)
 - (iii) Packing List(for supply)
 - (iv) Railway receipt/ LR (For supply)
 - (v) Manufacturer's guarantee certificate of Quality (For supply)
 - (vi) Insurance certificate(For supply)
 - (vii) Physical verification certificate of material received at site by Purchaser/Purchaser's site representative (For supply).
 - (viii) Work completion certificate(for erection and stringing work)
- 5.8.4. **ADVANCE PAYMENT**
- No advance payment is applicable for this contract.

5.9.0 PERFORMANCE SECURITY DEPOSIT

- 5.9.4. The successful bidder shall have to deposit to the extent of **10% (Ten percent) of the Contract price** as performance security (Bank Guarantee), within fifteen (15) days of receipt of notification of award, duly pledged in favor of the Managing Director, AEGCL and such security deposits shall be valid up to 60 (sixty) days beyond the warranty period as per **clause 5.11.3**.
- 5.9.5. If the Contractor fails or neglects to observe, perform any of his obligations under the contract, it will be lawful for the "Purchaser" to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the Contractor.
- 5.9.6. No interest shall be payable on such deposits.

5.10.0 RETENTION MONEY

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

5.11.0 WARRANTY

- 5.11.1. The Contractor/Manufacturer warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 5.11.2. The Contractor/Manufacturer further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 5.11.3. The warranty shall remain valid for a period of **twelve months (12) months** from the date of completion of the project and accepted at the final destination as indicated in the Purchaser's Requirement. Bidder may at its discretion offer extra warranty which shall be evaluated in the mark based evaluation system
- 5.11.4. If during the Period Warranty any defect should be found, the Purchaser shall give Notice to the Contractor/Manufacture stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Contractor/Manufacturer to inspect such defects.
- 5.11.5. If having been notified, the Contractor/Manufacturer fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Contractor/Manufacturer, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Contractor or may be deducted by the Purchaser from any monies due the Contractor or claimed under the Performance Security.

5.12.0 QUANTITY VARIATION

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

5.13.0 FORCE MAJEURE

- 5.13.1. "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war

- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
 - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
 - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
 - (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 5.13.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 5.13.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 5.14.0**.

5.14.0 EXTENSION OF TIME FOR COMPLETION

- 5.14.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- (a) any Change in the scope of works by the Purchaser; which justifies extension of completion time as provided in **SCC Clause 5.12.0**; and
 - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.13.0**.
- 5.14.2. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Purchaser's Representative a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Purchaser's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to **SCC Sub-Clause 5.17.0**.

5.15.0 LIQUIDATED DAMAGE

- 5.15.1. The Contractor guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 5.6.2**, or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.14.0** hereof.
- 5.15.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.14.0**, the Contractor shall pay to the Purchaser liquidated damages at the rate of **1% (one percent)** of the total Contract Price per week or part thereof delay. The aggregate amount of such liquidated damages shall in no event exceed **10% (ten percent)** of the total contract price. However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Contract.

- 5.15.3. Once the aggregated “Liquidated damage” reaches 10% of the total contract price, the Purchaser may consider following actions:
- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the Contractor; or
 - (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor and forfeit the security deposit.
 - (c) Declare it as a “Contractual Failure” and act in accordance with **SCC Clause 5.16.0**.

5.16.0 CONTRACTUAL FAILURE

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

5.17.0 ARBITRATION

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

SECTION 6 - Contract Forms

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

[AEGCL's letter head]

Notification of Award

[date]

To: [Name and address of the Contractor]

This is to notify you that your Bid dated *[date]* for execution of the *[name of the work]* against *[Bid identification number]* for the Contract Price in the aggregate of Rupees *[amounts in numbers and words]* (as per Price Schedule), 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** _____')

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

[Authorized Signature]

[Name and Title of Signatory]

Assam Electricity Grid Corporation Limited

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

STAMP (Rs. 100, Non Judicial)

1. Contract Agreement

(Supply and related services Contract)

THIS AGREEMENT made the _____ day of _____, _____,
BETWEEN

Assam Electricity Grid Corporation Limited (herein after referred to as AEGCL), a corporation incorporated under the laws of Company Act, 1956 and having its registered office at First Floor, Bijuli Bhawan, Paltanbazar, Guwahati-781001, Assam and **[name of Contractor]**, a firm/company incorporated under the laws of Company Act, 1956 and having its principal place of business at **[address of Contractor]** (hereinafter called "the Contractor") 474

WHEREAS AEGCL desires to engage the Contractor to the 'Ex-works Supply Contract' (also referred to as the 'First Contract') covering inter-alia supply of all equipment and materials for the complete execution of '**Replacement of existing Ground Wire with 24F Overhead OPGW from 132KV Kahilipara GSS to 132KV Dispur GSS and Commissioning of DTPC between 132KV Kahilipara and 132KV Dispur**' as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1

Contract Documents

1.1 Contract Documents (Reference SCC Clause 5.2.0)

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

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

1.2 Order of Precedence (Reference SCC Clause 5.2.0)

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

1.3 Definitions (Reference SCC Clause 5.1.0)

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

Article 2
Contract Price and
Terms of Payment

- 2.1 **Contract Price** (Reference SCC Clause 5.7.0)
The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall [. . . **amounts in rupees in words** . . .], [. . . **amounts in figures** . . .] as specified in Price Schedule (Grand Summary) (Appendix – 4 Price Schedule)..
The Contract Price is fixed.
- 2.2 **Terms of Payment** (Reference SCC Clause 5.8.0)
The terms and procedures of payment according to which the Purchaser will pay the Contractor are given in the the Appendix -1 (SCC Clause 5.8.0 - Terms and Procedures of Payment).

Article 3
Commencement Date
and Completion Time

- 3.1 **Commencement Date** (Reference SCC Clause 5.6.1)
The Commencement Date upon which the period until the Time for Completion of the Works shall be counted from is the date when this Contract Document is signed.
- 3.2 **Completion Time** (Reference SCC Clause 5.6.2)
The whole works under the scope of this Contract shall be completed **within 120 (One Hundred Twenty)** days from Contract Commencement Date as per completion schedule bar chart (Appendix – 2).

Article 4. Appendices

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

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

Signed by, for and on behalf of the
Purchaser

Signed by, for and on behalf of the
Contractor

[**Signature**]
[**Title**]

[**Signature**]
[**Title**]

in the presence of
[**Signature**]
[**Title**]

in the presence of
[**Signature**]
[**Title**]

APPENDICES

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

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

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

Bank's Name:

Address of Issuing Branch or Office:

Email id and phone no for correspondence:

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

Bid Security No.:

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

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

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

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

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

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

BG expiry date:

BG clam date:

Bank's seal and authorized signature(s)

NOTE

1. *All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.*

2. *This guarantee shall be valid upto 30 days beyond the Warranty Period as per the Contract.*
3. *For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*
4. ***Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.***