

**BIDDING DOCUMENT**

**FOR**

**Supply, Erection, Testing & Commissioning of 132 kV COIP Bushings for 25MVA  
Transformer of 132kV Matia GSS.**

**ASSAM ELECTRICITY GRID CORPORATION LIMITED**



**BID IDENTIFICATION NO:  
AEGCL/MD/O&M/COIP Bushing/Matia/2021/BID**

## SECTION 1

### INSTRUCTION TO BIDDERS

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

#### 1.1.0 INTRODUCTION:

The Chief General Manager (PP&D) on behalf of Assam Electricity Grid Corporation Ltd(AEGCL), hereinafter referred to as AEGCL or Purchaser invites single stage two envelope e-bids for the following work from eligible manufacturers/firms/companies/ contractors. Joint venture is not allowed for this bid.

**a) Name of work:** Supply, Erection, Testing & Commissioning of 132 kV COIP Bushings for 25MVA Transformer of 132kV Matia GSS.

#### 1.2.0 INTENT OF THE TENDER ENQUIRY:

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

#### 1.3.0 SCOPE OF WORK:

The major scopes of work are as follows:-

- a) Supplying of 132 KV COIP bushing for 25 MVA power transformer at 132 KV Matia GSS including unloading at site.
- b) Erection of bushing, testing and commissioning of supplied bushings by replacing existing old bushings including supply of all necessary materials, supply of labour etc.
- c) Modification and execution of construction for lead cable of high voltage bushings for 132 kV transformer, if required.
- d) Removal, Handling and storage of old bushing and handling of transformer oil required for commissioning the new bushing shall be in the scope of the contractor and shall be executed as per direction of the AEGCL's officer in charge.
- e) Any minor work that may be required at site for commissioning of the supplied bushings for completion of the work shall be deemed to be in the scope of the contractor.
- f) AEGCL will assist the bidder for Oil Filtration that will be required prior to changing the bushing in the transformer. Charges for the same have to be paid by the contractor to AEGCL as per approved rate of AEGCL.

#### 1.4.0 TIME SCHEDULE:

The successful bidder shall have to complete the works within **4 (Four) months** from the date of contract commencement.

#### 1.5.0 ESTIMATE:

**₹ 7,52,382.00** (Rupees Seven Lakh Fifty Two Thousand three Hundred Eighty Two Only ) including taxes.

## 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. Must be a manufacturer having at least Two years of experience in Design, manufacture and supply of 145 KV or above class COIP transformer bushings.
- ii. Must have supplied at least 3 nos. of 145 KV or above class COIP bushing in past which are in successful operation for at least one year.

### 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. 7,50,000.00 (Rupees Seven Lakh Fifty Thousand 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.
- iii. Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:
  - (a) the following cash-flow requirement, Rs. 7,50,000.00, and
  - (b) the overall cash flow requirements for this contract and its current works commitment. .

Bidder must submit duly filled and signed **Form FIN-3 & FIN-4** of section 2 in support of this clause.

### 1.6.3. TYPE TEST REPORT:

The offered product must be type tested at recognized test laboratory for critical performance at the time of bid submission. Bidder must submit full type test reports for the offered product along with the techno-commercial bid.

In addition to above, the bidder shall submit type test reports from CPRI or NABL accredited laboratory along with the techno-commercial bid. Alternatively, bidder may submit an undertaking stating that type test reports from CPRI/NABL accredited laboratory shall be submitted to the purchaser before supply of the equipments.

## 1.7.0 SITE VISIT:

The bidders are advised to visit and examine the sites of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. The costs of visiting the Site shall be at the bidder's own expense.

## 1.8.0 QUANTUM OF WORK:

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

## 1.9.0 QUERY ON THE BIDDING DOCUMENT:

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

#### 1.10.0 CLARIFICATION OF BIDS

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

#### 1.11.0 DEADLINE FOR SUBMISSION OF BIDS

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

#### 1.12.0 SUBMISSION OF BID:

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

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

#### 1.13.0 BID VALIDITY

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

#### 1.14.0 OPENING OF TECHNO-COMMERCIAL BIDS

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

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

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

The bid must be accompanied with earnest money as mentioned in the **Bid Data Sheet** against the works to be deposited in the form of Bank Guarantee (BG) of Nationalized or scheduled Bank **OR** FD/Term Deposit pledged in favour of "The Managing Director, AEGCL". The EMD should be submitted along with Techno-Commercial bid. The earnest money will be released to the unsuccessful bidders on

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

**1.16.0 PRICE BASIS:**

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

**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**,
- (b) Duly filled and signed **tender submission form** and
- (c) **Authorization letter of bid signatory**

**Bidder should submit hard copies of the documents mentioned above in (a), (b) and (c) in a physical envelope prior to deadline for technical bid submission. Techno-commercial bids shall be summarily rejected if these three documents are not submitted in hard copy 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 **100 (One Hundred) 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**

<b>Name of Work</b>	Supply, Erection, Testing & Commissioning of 145kV COIP Bushing for 25MVA Transformer of 132kV Matia GSS.
<b>Location of Work</b>	1) 132/33 KV Matia GSS under AEGCL in Indian state of Assam
<b>NIT No.</b>	AEGCL/MD/O&M/COIP_Bushing/Matia/2021/13 dtd : 17.05.2021
<b>Bid Identification No.</b>	AEGCL/MD/O&M/COIP_Bushing/Matia/2021/BID
<b>Estimate(In Rupees)</b>	<b>Indian ₹ 7,52,382.00</b> (Rupees Seven Lakh Fifty Two Thousand three Hundred Eighty Two Only ) including taxes.
<b>Earnest Deposit(EMD)</b>	<b>Money Rs. 15,000.00</b> (Rupees Fifty Thousand) Only.
<b>Purchase'sAddress for correspondance</b>	<b>The Chief General Manager(PP&amp;D), AEGCL 1<sup>st</sup> Floor, Bijulee Bhawan, Paltanbazar Guwahati(Assam) 781001</b>  Telephone: +91 361 2739520 Facsimile number: +91 361 2739513 Electronic mail address: <a href="mailto:cgmtt.aegcl@gmail.com">cgmtt.aegcl@gmail.com</a>
<b>Pre-bid date</b>	Shall be notified, if any, in due course.
<b>Bid submission mode</b>	E-tenders shall be accepted through online portal <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> only)
<b>Address for bid opening</b>	<b>The Chief General Manager(PP&amp;D), AEGCL Floor/Room number: First Floor Street Address: Bijulee Bhawan, Paltanbazar City: Guwahati (Assam) PIN Code: 781001 Country: India</b>
<b>Key dates</b>	<b>Tender publishing date: 10:00 Hrs, 18.05.2021 Tender submission start date: 10:00 hrs., 29.05.2021 Tender clarification end date: 17:00 Hrs. 25.05.2021 Tender submission end date and time: 12:00 Hrs.,10.06.2021 Techno-cmmercial bid opening date: 14:00 Hrs., 11.06.2021</b>

## SECTION -2 BIDDING FORMS

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

### Form – 1 Document checklist

SL. No.	Document to be submitted	Submitted(Yes/No)	Name of uploaded pdf
1.	Letter of technical bid(Form-2 or 2A as applicable)		
2.	Notarised Power of attorney for the person signing the tender		
3.	Bank Gurantee for EMD (Form-3)		
4.	Bidders company/firm registration certificate/certificate of incorporation		
5.	GST registration		
6.	Filled up form 4 (Manufacturer authorization)		
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.	Filled up Form FIN-4		
13.	Audited Balance sheet for last three years		
14.	Bank solvency certificate/other supporting document		
15.	Filled up Form EXP-1		
16.	Order/Contract copies establishing supplying offered product in past		
17.	Performance certificate of offered product		
18.	Document establishing manufacturing unit details		
19.	GTP and drawings		
20.	Technical deviation(if applicable)		
21.	Type test reports/Undertaking		
22.	Completion schedule bar chart		
23.	Additional documents if any		

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



(In bidders letterhead)

**Form-2A**  
**Letter of technical bid**  
**(if bidder is Manufacturer)**

Date:

To

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

Bid Identification No: AEGCL/MD/O&M/COIP\_Bushing/Matia/2021/BID

Sir,

I/We the undersigned, declare that, we, [insert name of the bidder] having registered office at [insert address of the registered office] and having our manufacturing unit at [insert address of the manufacturing unit] are manufacturer of **extra high voltage COIP bushings**.

I/we have read the bid document and do not have any reservation to any of the clause therein. We offer to execute the work of:

**Supply, Erection, Testing & Commissioning of 245kV COIP Bushings for 25MVA Transformer of 132kV Matia GSS.**

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

Common Seal and Signature of the authorised person:

Name:

Designation:

(In bidders letterhead)

**Form-2B**  
**Letter of technical bid**  
**(When bidder is not a manufacturer)**

Date:

To

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

Bid Identification No: AEGCL/MD/O&M/COIP\_Bushing/Matia/2021/BID

Sir,

I/We the undersigned, declare that, we, [insert name of the bidder] having registered office at [insert address of the registered office] and a authorised dealer/representative of [name of manufacture] having manufacturing facility at [insert address of manufacturing unit] who are manufacturer of **extra high voltage COIP bushings**.

I/we have read the bid document and do not have any reservation to any of the clause therein. We offer to excute the work of:

**Supply, Erection, Testing & Commissioning of 132 kV COIP Bushings for 25MVA Transformer of 132kV Matia GSS.**

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

Common Seal and Signature of the authorised person:

Name:

Designation:

**Form - 3**

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

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

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

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

Bid Security No.:

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

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

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

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

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

BG expiry date:  
BG clam date:

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

**NOTE**

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

**Form 4**

**Manufacturer's Authorization**

**(To be submitted in Manufacturer's Letterhead)**

Bid No.: AEGCL/MD/O&M/COIP\_Bushing/Matia/2021/BID

To

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

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

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

We hereby extend our full guarantee and warranty in accordance with **Clause 5.11.0** of the Special Conditions of Contract, for the above specified Goods supporting the Supply of specified Goods and fulfilling the Related Services by the Bidder against this Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that, we will furnish the Performance Guarantee in accordance with **SCC Clause 5.11.0** Further, we also hereby declare that we and ....., *[insert: name of the Bidder]* have entered into a formal relationship in which, during the duration of the Contract **(including related services and warranty / defects liability)** we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Common Seal and Signature of the authorised person:

Name:

Designation:

**NOTE:**

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

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

**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	180(One Hundred Eighty) 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**

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

(Signature and common seal)

Name:

Designation:

Date:

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

**Information from Balance Sheet**

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

**Information from Income Statement**

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

Note: To be supported by audited financial documents

(Signature and common seal)

Name:

Designation:

Date:

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

<b>Annual Turnover Data for the Last 3 Years</b>	
<b>Year</b>	<b>Amount (Rupees)</b>
<b>Average Annual Turnover</b>	

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

(Signature and common seal)

Name:

Designation:

Date:



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

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

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (Rupees)</b>
1		
2		
3		

(Signature and common seal)

Name:

Designation:

Date:

**Form FIN- 4**  
**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

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

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

(Signature and common seal)

Name:

Designation:

Date:

**Price schedule - 1**

All prices are in Indian Rupees

Sl. No.	Item description	Unit	Qty	Unit price for supply (without taxes)	Unit F&I charges excluding taxes	Total price excluding taxes	Remarks (give HSN code and GST rate)
1	2	3	4	5	6	7	8
1	Supply of 145 KV bushing for 25 MVA transformer at Matia GSS	Nos.	3				

**Price schedule - 2**

All prices are in Indian Rupees

Sl. No.	Item description	Unit	Qty	Unit price (without taxes)	Remarks (give HSN code and GST rate)
1	2	3	4	5	6
1	Erection testing and commissioning of 145 KV COIP bushing for 25 MVA transformer at Matia GSS including dismantling of old bushing, handling of material and oil as required.	Nos.	3		

**Note: The price schedule presented here is for reference only. Bidders must submit the price using the price schedule available in e-tending portal. This is not to be submitted in the techno-commercial envelope.**

## Section - 3

### Purchaser's Requirements

#### 3.1.0 SCOPE

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

- a) Supplying of 132 KV COIP bushing for 25 MVA power transformer at 132 KV Matia GSS including unloading at site.
- b) Erection of bushing, testing and commissioning of supplied bushings by replacing existing old bushings including supply of all necessary materials, supply of labour etc.
- c) Modification & execution of construction for lead cable of high voltage bushings for 132 kV transformer, if required.
- d) Removal, Handling and storage of old bushing and handling of transformer oil required for commissioning the new bushing shall be in the scope of the contractor and shall be executed as per direction of the AEGCL's officer in charge.
- e) Any minor work that may be required at site for commissioning of the supplied bushings for completion of the work shall be deemed to be in the scope of the contractor.
- f) AEGCL will assist the bidder for Oil Filtration that will be required prior to changing the bushing in the transformer. Charges for the same have to be paid by the contractor to AEGCL as per approved rate of AEGCL.

It is also responsibility of the Contractor to obtain any road permits and any other permits or licenses as may be required to execute the works. AEGCL shall provide necessary assistance for the same.

#### 3.2.0 SERVICE CONDITIONS

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

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

#### 3.3.0 Technical Standards

The Bushing covered under this Specification shall comply with the requirements of the latest editions of the following Standards.

- IEC 60071-1:2006, Insulation fits for high-voltage transmission and transformer equipment
- IEC 60060-1:2010, High voltage test techniques Part 1: General test requirements
- IEC 60587:2007, Test methods for the evaluation of resistance to electrical scarring and erosion of insulation materials applied under severe environmental conditions.
- IEC 60507, Manual fouling test for high-voltage insulators for use in AC systems

IEC 60296:2003, Electrotechnical fluids of Unused mineral insulating oils for transformers and switches  
 IEC 60422 Guidelines for the maintenance and management of transformer oil  
 IEC 60137:2017 Insulating bushings for AC voltages above 1000 V  
 IEC 61462:1998, Hollow composite insulators for outdoor and indoor electrical equipment Definitions, test methods, acceptance criteria and design recommendations  
 IEC 62217:2005, Indoor and outdoor polymer insulators for use at nominal voltages above 1000 V - General definitions, test methods and acceptance criteria  
 IEC 61463:2016 Bushing Seismic resistance

### 3.4.0 TECHNICAL SPECIFICATION

#### 3.4.1 TERMS AND DEFINITIONS

Composite oil-immersed paper insulated capacitive transformer bushings (COIP):

Oil-immersed paper capacitor type bushing with internal main insulation of oil paper capacitor core and external insulation of bushing consisting of hollow composite insulator, fiber glass insulating cylinder in oil, flange and oil storage cabinet.

#### 3.4.2 SPECIFICATIONS:

The composite external insulating silicone rubber housing shall be made of high temperature vulcanised silicone rubber, and integral injection moulding is preferred. The hollow composite insulator is required to comply with IEC 61462. If composite housing are used, the composite housing should not be of spiral construction.

The bushing shall be equipped with Oil Level Gauge, test gap and oil filling plug.

The required technical parameters and their acceptable specifications are given in the below table. Bidder must submit the GTP of the offered product along with techno-commercial bid by filling the last column.

#### Technical requirements for 132kV transformer high voltage bushings

No.	Item	Standard parameter values		Bidder's Guaranteed Value	
1	Model specifications	(Provided by the bidder)			
2	Type	COIP			
		OIP			
3	Rated voltage (kV)	145			
4	Rated current (A)	1250			
5	Carrier form	Draw lead type / draw rod type			
6	Level of insulation (LI/AC) (kV)	650/275			
7	Partial discharge level (pC) at $1.5 \times U_m / \sqrt{3} kV$	$\leq 10$			
8	tan $\delta$ and capacitance (pF)	tan $\delta$	Electrical capacity	tan $\delta$	Electrical capacity
		$\leq 0.4\%$ <sup>(a)</sup>	(Provided by the bidder)		
9	Cantilever Composite Tolerance (N)	3150			
10	Creepage distance (mm)	$\geq 3625$			
11	Dry arc distance (mm)	$\geq 915$			
12	Total length of oil-	800 $\pm$ 5			

	impregnated section (mm)		
13	CT mounting position (mm)	300	
14	Diameter of body in oil (mm)	≤164	
15	Flange mounting dimensions (mm)	335/290 , 12*φ15	
16	Cone wire connection dimensions (mm)	φ60*125	
17	Inner diameter of the cable penetration tube (mm)	≥φ38	
18	Air part	Composite external insulation <sup>a</sup>	
19	Oil part	Fiber Reinforced Polymer material	
20	Integral sealing construction of the casing	Intergreded glued and sealed constructure <sup>b</sup>	
21	warranty period	3 years <sup>(a)</sup> .	

**Note:**

- During the warranty period, if the bushing dielectric loss is more than 0.5% or the increment is more than 0.1%. The contractor shall warrantee the replacement of bushing.
- The composite external insulating silicone rubber housing shall be made of high temperature vulcanised silicone rubber, and integral injection moulding is preferred. The hollow composite insulator is required to comply with IEC 61462. If composite housing are used, the composite housing should not be of spiral construction.
- Intergreded glued and sealed constructure as shown in figure below.
- The bushing shall be equipped with Oil Level Gauge, test gap and oil filling plug.

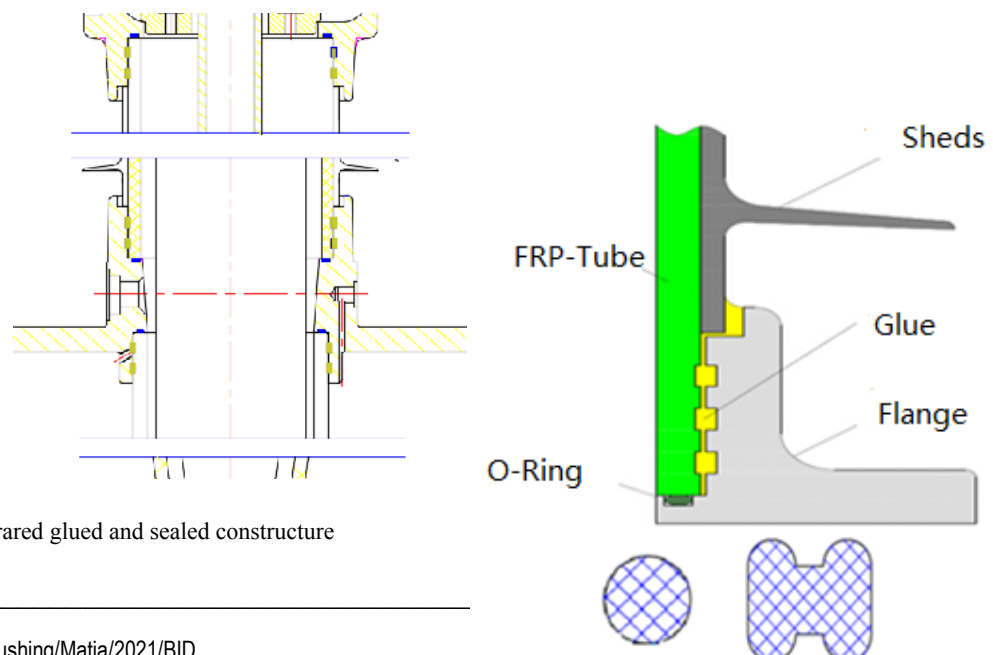


Fig. 1 Intergreded glued and sealed constructure

**3.4.3 DESIGN AND DIMENSIONS:**

Drawings for the Bushings are given along with the bidding document at the end. Bidder shall match the design/dimensions to maintain the required electrical clearances and compatibility with existing transformer /reactor.

**3.5.0 TRANSFORMER/REACTOR DATA**

No.	Substation	Equipment	Rated Voltage	Rated frequency	Rated capacity	Manufacturer
1	132 KV Matia GSS	Transformer	145 KV	50 Hz	25 MVA	IMP

**3.6.0 TECHNICAL DEVIATION:**

Bidders shall respond to the requirements of this Technical Specification item by item, and if there are any inconsistencies with the requirements of this Technical Specification, they shall be listed in the "Technical Deviation Table" item by item.

Sl. No.	Bid clause No	Technical specification requirements	Deviation
1			
2			
3			

**3.7.0 ROUTINE TEST**

Routine test as per IS 2099-1986 shall be conducted on all bushing before requesting dispatch clearance.

**3.8.0 ERECTION TESTING AND COMMISSIONING:**

Successful bidder shall be responsible for dismantling of old bushing, erection of new bushing, testing and commissioning of new bushing including supply of labour for material handling and storage as per site instruction.

**3.9.0 PERFORMANCE MONITORING:**

After the bushing has been in operation for one year, the bidder shall assist the buyer in conducting performance evaluation tests on the bushing without dismantling. The test items are shown in below. The bushing is proven to perform well if it passes the following tests. The following test items refer to AEGCL requirements "Preventive Test Specification for Power Equipment". The test flow is given below:

- 1) Insulation resistance of bushings:



Before measurement, wipe off the dirt on the surface with a dry and clean cloth (the surface is shielded if necessary), and check the bushing for cracks and burns. Measure the insulation resistance of the bushing with a 2500V insulation resistance meter. The two end buttons (L, E) of the insulation resistance meter are respectively connected to the conducting rod and test gap of the bushing. This test is used to check whether the main insulation of the bushing is damaged.

- 2) Insulation resistance of test gap to ground  
Measure the insulation resistance of test gap to ground with a 2500V insulation resistance meter. The two end buttons (L, E) of the insulation resistance meter are respectively connected to the conducting rod and flange. This test is used to check whether the insulation of test gap is damaged. This test is used to detect whether the test gap has insulation defects.
- 3) Dielectric loss factor of test gap to ground (Tan  $\delta$ )  
If the resistance of test gap to ground is less than 1000M  $\Omega$ , the tan  $\delta$  of test gap to the ground shall be less than 2%. This test is also used to detect whether the test gap has insulation defects.
- 4) Dielectric loss factor of bushings(Tan  $\delta$ ) at ambient temperature  
This test is used to detect the main insulation state of the bushing. If there are some abnormalities inside the bushing, such as the capacitor core is damp, impurities in bushing, abnormal connection of test taps, etc., the dielectric loss will increase. Temperature and humidity were recorded during the test
- 5) Capacitance measurement at ambient temperature  
This test is used to detect whether the interlayer breakdown occurs inside the capacitor core of the bushing. The capacitance of bushing shall not increase by 5% compared with the factory value or the last measurement

Sl. No.	Test items	Acceptance conditions	remarks
1	Insulation resistance of bushings	$\geq 10000M\Omega$	
2	Insulation resistance of test gap to ground	$\geq 1000M\Omega$	
3	Dielectric loss factor of test gap to ground (Tan $\delta$ )	$\leq 2\%$	If the resistance of the end screen to the ground is less than 1000M $\Omega$ , the tan $\delta$ of test gap to the ground shall be less than 2%
4	Dielectric loss factor of bushings(Tan $\delta$ ) at ambient temperature	$\tan\delta \leq 0.5\%$ at 20 $^{\circ}C$	Temperature and humidity were recorded during the test
5	Capacitance measurement at ambient temperature	The capacitance of bushing shall not increase by 5% compared with the factory value or the last measurement	

## 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](http://www.aegcl.co.in). Whenever there is a conflict, the provisions in SCC or the other Sections of this bid document shall prevail over those in the 'General Conditions of Supply and Erection of AEGCL'.***

## Section - 5

### Special Conditions of Contract

#### 5.1.0 DEFINITION OF TERMS

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

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

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

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar month.

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

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

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

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

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

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

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

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

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

#### 5.2.0 CONTRACT DOCUMENTS

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

#### 5.3.0 LEGAL 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 WORK**

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

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

#### **5.6.0 DELIVERY SCHEDULE**

5.6.1. Contract completion period shall be counted from contract commencement date. Completion of the work shall be within **4(Four) months** from Contract commencement.

5.6.2. The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Article 3 of the Contract Agreement (Contract Forms) or within such extended time to which the Contractor shall be entitled under SCC **Clause 5.16.0** hereof.

#### **5.7.0 CONTRACT PRICE**

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

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

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

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

5.8.2. Payment against supply of equipment and F&I shall be made as follows: -

1. Within 60 (sixty) days from the date of submission of the invoice against delivery of material, 80% (eighty percent) payment of the invoice value(without GST) would be made along with 100% GST on receipt and acceptance of materials in full and good condition.
2. In total 4 (four) Nos. of progressive invoice/ bill would be entertained.
3. For payment upto 80% of the total contract value, maximum 4 (four) Nos. of progressive invoices/ bills would be entertained.
4. Final invoice/ bill of 20% would be entertained on completion work to the satisfaction of purchaser.

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 (6 Copies)
- (iii) Packing List
- (iv) Railway receipt/ LR
- (v) Manufacturer's guarantee certificate of Quality
- (vi) Material inspection Clearance Certificate for dispatch issued by Purchaser
- (vii) Insurance certificate.
- (viii) Physical verification certificate of material received at site by Purchaser/Purchaser's site representative.

#### 5.8.4. ADVANCE PAYMENT

No advance payment is applicable for this contract.

#### 5.9.0 PERFORMANCE SECURITY DEPOSIT

5.9.1. The successful bidder shall have to deposit to the extent of **100% (One hundred 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**.

5.9.2. 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.

5.9.3. No interest shall be payable on such deposits.

#### 5.10.0 RETENTION MONEY

5.10.1. Deduction shall be as per payment terms clause no. 5.8.2.

5.10.2. No interest shall be payable on such deductions/retentions.

#### 5.11.0 WARRANTY

5.11.1. The Contractor/Manufacturer warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

5.11.2. The Contractor/Manufacturer further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

5.11.3. The warranty shall remain valid for **36 (Thirty Six) months** from the date of successful commissioning after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Purchaser's Requirement. Bidder may at its discretion offer extra warranty which shall be evaluated in the mark based evaluation system

5.11.4. If during the Period Warranty any defect should be found, the Purchaser shall give Notice to the Contractor/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 INSPECTION AND TESTING

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

- 5.13.2. The inspections and tests shall generally be conducted on the premises of the Contractor/Manufacture. Subject to Sub-Clause 5.13.3, The Contractor shall furnish, all reasonable facilities and assistance, including access to drawings/process chart and production data to the inspectors at no charge to the Purchaser.
- 5.13.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in SCC Sub-Clause 5.13.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 5.13.4. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice (not less than 21 days) of such test and/or inspection and of the place and time thereof to the Purchaser. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 5.13.5. The Contractor/manufacture shall provide the Purchaser with a certified report of the results of any such test and/or inspection.
- 5.13.6. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to SCC Sub-Clause 5.13.4
- 5.13.7. If it is agreed between the Purchaser and the Contractor that the Purchaser shall not attend the test and/or inspection, then the Contractor may proceed with the test and/or inspection, and should provide the Purchaser with a certified report of the results thereof.
- 5.13.8. The Contractor agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to SCC Sub-Clause 5.13.5 & 5.13.7, shall release the Contractor from any warranties or other obligations under the Contract.

#### **5.14.0 INSURANCE**

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

### 5.15.0 FORCE MAJEURE

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

### 5.16.0 EXTENSION OF TIME FOR COMPLETION

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

### 5.17.0 LIQUIDATED DAMAGE

- 5.17.1. The Contractor guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 5.6.2**, or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.16.0** hereof.
- 5.17.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.16.0**, the Contractor shall pay to the Purchaser liquidated damages at the rate

of **1% (one percent)** of the total Contract Price per week or part thereof delay. The aggregate amount of such liquidated damages shall in no event exceed **10% (ten percent)** of the total contract price.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Contract.

5.17.3. Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Purchaser may consider following actions:

- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the Contractor; or
- (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor and forfeit the security deposit.
- (c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 5.18.0**.

#### **5.18.0 CONTRACTUAL FAILURE**

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

#### **5.19.0 ARBITRATION**

5.19.1. If at any time, any question, disputes or differences whatsoever shall rise between the Purchaser and the Contractor, upon or in relation to or in connection with the contract, either party may forthwith give notice to the other in writing of the existence of such question of dispute or difference and the same shall be referred to the adjudication of three Arbitrators, one to be nominated by the Purchaser the other by the Contractor and the third by the President of the Institution of Engineers, India/ Retired or Sitting Judge not below the status of a retired Judge of High Court of India. If either of the parties fail to appoint its arbitrators within 60(sixty) days after receipt of notice of the appointment of arbitrators then the President of the Institution of Engineers /retired or sitting Judge of India, as the case may be, shall have the power at request of either of the parties, to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties

5.19.2. The arbitration shall be conducted as per provisions of the 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-1), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the ('\_\_\_\_\_Name of work\_\_\_\_\_') covering inter-alia supply of all equipment and services specified in bidding document.

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

[ Authorized Signature ]  
[ Name and Title of Signatory ]  
Assam Electricity Grid Corporation Limited

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

**STAMP**

## 1. Contract Agreement (Supply and related services Contract)

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

BETWEEN

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

WHEREAS AEGCL desires to engage the Contractor to the 'Ex-works Supply Contract' (also referred to as the 'First Contract') covering inter-alia supply of all equipment and materials for the complete execution of '**Supply, Erection, Testing & Commissioning of 132 kV COIP Bushings for 25MVA Transformer of 132kV Matia GSS.**' as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### Article 1 Contract Documents

- 1.1 **Contract Documents** (Reference SCC Clause 5.2.0)  
The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract:
- (a) This Contract Agreement and the Appendices hereto
  - (b) Letter of Price Bid and Price Schedules submitted by the Contractor
  - (c) Letter of Technical Bid and Technical Proposal submitted by the Contractor
  - (d) Special Conditions of Contract
  - (e) General Conditions of Supply and Erection.
  - (f) Specification(Purchaser's Requirements)
  - (g) Drawings (Purchaser's Requirements)
  - (h) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
  - (i) Guaranteed and other Technical Particulars (as submitted with the Bid).
  - (j) Any other documents shall be added here
- 1.2 **Order of Precedence** (Reference SCC Clause 5.2.0)  
In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.
- 1.3 **Definitions** (Reference SCC Clause 5.1.0)  
Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the SCC.

### Article 2 Contract Price and Terms of Payment

- 2.1 **Contract Price** (Reference SCC Clause 5.7.0)  
The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall [ . . . **amounts in rupees in words** . . . ], [ . . . **amounts in figures** . . . ] as specified in Price Schedule No. 3 (Grand Summary).

**The Contract Price is fixed.**

2.2 **Terms of Payment** (Reference SCC Clause 5.8.0)  
The terms and procedures of payment according to which the Purchaser will pay the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

**Article 3  
Commencement Date  
and Completion Time**

3.1 **Commencement Date** (Reference SCC Clause 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 **4 (Four)** months from Contract Commencement Date with following schedule:

**Article 4. Appendices**

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

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

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

Signed by, for and on behalf of the Purchaser

Signed by, for and on behalf of the Contractor

[ **Signature** ]

[ **Signature** ]

[ **Title** ]

[ **Title** ]

in the presence of

in the presence of

[ **Signature** ]

[**Signature** ]

[ **Title** ]

[**Title** ]

## APPENDICES

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

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

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

**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 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.**