

BIDDING DOCUMENT

FOR

**Supply of 33kV terminal equipments at various GSS of AEGCL
under Lower Assam Region**

**ASSAM ELECTRICITY GRID CORPORATION
LIMITED**



BID IDENTIFICATION NO:
AEGCL/MD/CGM(O&M)/CONSOLIDATED/EQUIPMENT SUPPLY/2025/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 Email: managing.director@aegcl.co.in

1.1.0 INTRODUCTION:

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

a) Name of work: Supply of 33kV terminal equipments at various GSS of AEGCL under Lower Assam Region

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) Design, Engineering, Manufacture, Assembly, Inspection, Testing of 33KV terminal equipments as per BoQ at Manufacturer's Works before Dispatch, Packing, Supply, Delivery at Site, Including Insurance During Transit.

b) Arrangements of any permits required for transportation and movement of supplied materials.

1.4.0 TIME SCHEDULE:

The successful bidder shall have to complete the works **within 5 (Five) months from the** approval of drawings. Bidders should note that time is the essence of this bid.

1.5.0 ESTIMATE:

Rs. 97,42,818.00 (Rupees Ninety-Seven Lakhs Forty-Two Thousand Eight Hundred Eighteen) only including GST @ 18%.

1.6.0 ELIGIBILITY CRITERIA:

1.6.1.1 General EXPERIENCE

Bidder may be a manufacturer of the offered products or a firm/company/contractor having authorization from a manufacturer. In case the bidder is not a manufacturer of the offered product(s), bidder must submit manufacturer's authorization using for that purpose Form-MA provided in section-2 bidding forms.

Participation as Joint Venture/Consortium is not allowed for this bid.

1.6.1.2 Experience

To be qualified for the bid the bidder must compulsorily meet the following minimum criteria specified in (i), (ii) and (iii) below:

- i. Bidder OR if the bidder is not a manufacturer, offered product's manufacturer must **have least 10 (Ten) years of experience in design, manufacture and supply of the equipments.** Bidder shall submit filled up form EXP-1 along with copy of past orders to establish its eligibility.
- ii. Bidder OR if the bidder is not a manufacturer, offered product's manufacturer must have supplied such equipments which are in successful operation for **at least 5 (Five) years.** Bidder shall submit filled up form EXP-2 along with copy of orders and performance certificates to establish its eligibility.

1.6.1.3 Manufacturers

Manufacturers for the major items (i.e, CT, PT, Breaker, Isolator, LA) to be supplied must meet the requirements mentioned either in clause 1.6.1.2 (i) and 1.6.1.2 (ii)

- a) If the bidder proposes to supply the major equipments from the following manufacturers he must submit with his bid only the notarized manufacturer's authorization, using the form provided in Section 2 (Bidding Forms) and GTP, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's establishment.
The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of bidding document.

SL No.	Description of Item	Name of Manufacturers
1	Manufacture of SF6 Circuit Breakers of 33 kV class.	ABB/CGL/SIEMENS
2	Manufacture of Instrument Transformers of 33 kV class.	ABB/CGL/BHEL/SIEMENS/MEHRU
6	Manufacture of Isolators of 33 kV class	ABB/ S&S/SIEMENS/CGL
7	Manufacture of Lightning Arresters of 33 kV class.	CGL/OBLUM/LAMCO/SIEMENS

- b) If the bidder proposes to supply the major equipment of manufacturers other than listed in clause 2.5.1, the proposed manufacturer must meet the following minimum criteria herein listed for that item. Failure to comply with this requirement will result in rejection of the subcontractor/manufacturer.

Item No.	Description of Item	Minimum Criteria to be met
1	Manufacture of Circuit Breakers of 33 kV class.	The manufacturer of listed items must have designed, manufactured; type tested, supplied listed equipment, which are in successful operation for
2	Manufacture of Instrument Transformers of 33 kV class.	
3	Manufacture of Isolators of 33 kV class	
4	Manufacture of Lightning Arresters of 33 kV class.	

5	Manufacture of relay & control panel and integration & configuration of Protection & Substation Automation System equipment	at least five (5) years as on the date of bid opening. The bidder should list such works executed by the manufacturer along with performance certificate to substantiate the requirement of this Clause.
6	Manufacture of Isolators of 33 kV class	
7	Manufacture of Lightning Arresters of 33 kV class.	

NOTE: The bidder complying requirements of clause 1.6.1.3 (b) must submit with his bid the following documents to substantiate the requirements:

- (i) Manufacturer must have production facility in India.
 - (ii) Notarized Manufacturer's authorization, using the form provided in Section 2 (Bidding Forms). The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of bidding document and meets the minimum criteria listed above for that item.
 - (iii) Full type test certificates.
 - (iv) Manufacturer's experience list.
 - (v) GTP of the equipment to be supplied.
 - (vi) Recent performance certificate from past clients along with supporting documents (e.g., copy of contracts & completion certificate) in support of this clause. Performance & Completion certificates should not be older than 5 (three) years on the date of opening of the technical bid and shall be in proper official letter pad with issue No and Date. It shall also contain the detail of work or supplies made along with the Work/Supply order No. and Date
- c) Bidders are free to list more than one Subcontractor against each item of the plant and services. However, necessary documents as mentioned in clause 1.6.1.3 (a) and 1.6.1.3 (b) must be furnished with the bid against each such manufacturer. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted

1.6.2 Financial Situation

1.6.2.1 Historical Financial Performance

Criteria Requirement	Compliance Requirements				Documents
	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each partner	One partner	
Submission of audited balance sheets or other financial statements acceptable to the Purchaser, for the last 3 (three) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth should be positive	Must Meet Requirement	NA	NA	NA	Form 'FIN-1' With attachments

1.6.2.2 Average Annual Turnover.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of Rs 30,00,000.00 calculated as total certified payments received for contracts in progress or completed, within the last 3 years (FY 2022-23,2023-24,2024-25)	Must Meet Requirement	NA	NA	NA	Form 'FIN-2'

1.6.2.3 Financial Resources/Cash Flow

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Using Forms FIN-3 and FIN-4, Section 4 (Bidding Forms), the bidder (Single Entity/JV) must demonstrate that the financial resources of bidder (Single Entity/JV), defined in FIN-3, less the bidder's (Single Entity/JV) financial obligations for its own current contract commitments defined in FIN-4, meet or exceed the total requirement of Rs.30,00,000.00 /-. <i>The Bidder (Single Entity/JV) must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the cash-flow requirement, in the prescribed format of ICAI.</i>	Must Meet Requirement	NA	NA	NA	Form 'FIN-3' & Form 'FIN-4'

1.6.2.4 Performance in earlier contracts in AEGCL.

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

The following will be considered as unsatisfactory performance:

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

1.6.3 TYPE TEST REPORT:

The offered product(s) must be type tested at CPRI or NABL accredited laboratory for critical performance at the time of bid submission. Bidder must submit valid full type test reports for the offered products along with the techno-commercial bid.

1.7.0 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. Any query submitted outside the tender portal viz. email, or in physical letters, shall not be entertained.

1.8 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.

1.9 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.

1.10 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.

1.11 BID VALIDITY

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

1.12 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.

1.13 EARNEST MONEY DEPOSIT (EMD):

EMD amount mentioned in BDS must be submitted online through e-tendering portal. Copy of the EMD payment receipt should be submitted along with Techno-Commercial bid. The earnest money will be released to the unsuccessful bidders on finalization of the tenders. The EMD to the successful bidder will be released on submission of Security Deposit after execution of the contract agreement.

1.14 PRICE BASIS:

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

Note:

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

1.15 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.

1.16 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.**

1.17 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.

1.18 EVALUATION OF PRICE BIDS:

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

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

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

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 SIGNING OF CONTRACT AGREEMENT:

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

1.24 MANUFACTURING AUTHORISATION:

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

1.25 CONSIGNEE LOCATION:

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

SL No	Delivery Location
1	220KV Sarusajai GSS, AEGCL, Guwahati
2	132KV Dhaligaon GSS, AEGCL, Dhaligaon

**Annexure to SECTION 1
BID DATA SHEET**

Name of Work	Supply of 33 kV terminal equipments at various GSS of AEGCL under Lower Assam Region
Location of Work	As indicated in clause 1.25
NIT No.	Note/AEGCL/MD/O&M LAR/TERMINAL EQUIP/114/AUGUST/2025/NIT, Dtd: 15.10.25
Bid Identification No.	AEGCL/MD/CGM(O&M)/CONSOLIDATED/EQUIPMENT SUPPLY/2025/BID
Estimate (In Indian Rupees)	Rs. 97,42,818.00 (Rupees Ninety-Seven Lakhs Forty-Two Thousand Eight Hundred Eighteen) only
Earnest Money Deposit (EMD)	Rs. 2,00,000.00 (Rupees Two Lakhs) only
Purchase's Address for correspondence	The Chief General Manager(O&M), LAR, AEGCL 1 st Floor, Bijulee Bhawan, Paltanbazar Guwahati (Assam) 781001 Electronic mail address: cgmom.lar@aeqcl.co.in
Pre-bid date	Shall be notified, if any, in due course.
Bid submission mode	E-tenders shall be accepted through online portal https://assamtenders.gov.in only)
Address for bid opening	The Chief General Manager(O&M), LAR, AEGCL Floor/Room number: First Floor Street Address: Bijulee Bhawan, Paltanbazar City: Guwahati (Assam) PIN Code: 781001 Country: India
Key dates	Tender publishing date: 18:00 Hrs., 17.10.2025 Tender submission start date: 15:00 Hrs., 27.10.2025 Tender clarification end date: 15:00 Hrs., 27.10.2025 Tender submission end date and time: 12:00 Hrs., 07.11.2025 Techno-commercial bid opening date: 16:00 Hrs., 07.11.2025

SECTION -2 BIDDING FORMS

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

Form – 1: Document checklist

SL. No.	Document to be submitted	Submitted (Yes/No)	Name of uploaded pdf
1.	Letter of technical bid (Form-2)		
2.	Notarised Power of attorney for the person signing the tender		
3.	Copy of EMD payment receipt		
4.	Bidders company/firm registration certificate/certificate of incorporation		
5.	Manufacturer's authorization (Form MA) (Applicable for bidder who is not manufacturer of offered product) for CT, VCB, Isolator, LA and PT		
6.	Updated GST Return		
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, EXP-2		
16.	Order/Contract copies establishing past experience as per clause 1.6.1.2 (i)		
17.	Performance certificate and completion certificate of work for offered product as per clause 1.6.1.2 (ii)		
18.	Document establishing manufacturing unit details		
19.	GTP and drawings		
20.	Type test reports		
21.	Completion schedule bar chart		
22.	Additional documents if any		

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

(In bidders letterhead)

Form-2
Letter of technical bid

Date:

To

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

Bid Identification No: **AEGCL/MD/CGM(O&M)/CONSOLIDATED/EQUIPMENT SUPPLY/2025/BID**

Sir,

I/We the undersigned, declare that, we, [insert name of the bidder] having registered office at [insert address of the registered office] are established manufacturer/supplier of _____ items.

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 of 33kV terminal equipments at various GSS of AEGCL under Lower Assam Region

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:

Note:

- i) Insert name and address in appropriate places.*
- ii) Strike out which is not applicable.*

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 of terminal equipments at various GSS of AEGCL under Lower Assam Region

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/CGM(O&M)/CONSOLIDATED/EQUIPMENT SUPPLY/2025/BID**

To

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

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

1. _____
2. _____

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

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

For and on behalf of the Manufacturer

Common Seal and Signature of the 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 of Board of Directors

Form-ELI-1
Bidder's information Sheet

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

(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
Financial Resources

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

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

(Signature and common seal)

Name:

Designation:

Date:

Form FIN- 4
Financial Requirements for Current Contract Commitments

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

Current Contract Commitments						
No.	Name of Contract	Employer's Contract (Address, Tel, Fax)	Contract completion date	Outstanding Contract Value (X)^a	Remaining contract period in months (Y)^b	Monthly Financial Resources Requirement (X/Y)
1						
2						
3						
4						
5						
Total Monthly Financial Requirements for Current Contract Commitments (CCC)						

^a Remaining outstanding contract values to be calculated from 14 days prior to the bid submission deadline.

^b Remaining contract period to be calculated from 14 days prior to bid submission deadline.

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

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

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

Form – EXP-1

EXPERIENCE

Bidder must fill this form to establish eligibility as per clause 1.6.1.2 (i)

Sl. No.	Customer name	Contract No. and date	Work order value	Contractor/supplier	details of Product supplied and manufacturer of the product	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:

Form – EXP-2

EXPERIENCE

Bidder must fill this form to establish eligibility as per clause 1.6.1.2 (ii)

Sl. No.	Equipment/Product name	Contract No. and date	End Customer	Contractor/supplier	Completion date	Date of issue of performance certificate

Note: Following documents are to be submitted as supporting document:

- i. Relevant order/contract copies.
- ii. Performance/completion certificate (Should be in end customer's letterhead).

(Signature and common seal)

Name:

Designation:

Date:

Price schedule - 1

All prices are in Indian Rupees and exclusive of taxes

Sl. No	Item	Unit	Qty	Unit Price	Unit F&I	Unit Total	Total
A	B	C	D	E	F	G=E+F	H
1	36kV, 1250A, 31.5kA for 3sec Horizontal Double Break Type Isolator without earth switch complete with manual and motor driven operating mechanisms, support insulators, clamps and connectors and hardware fittings	set	5				
2	36kV, 1250A, 31.5kA for 3sec Horizontal Double Break Type Isolator with one earth switch complete with manual and motor driven operating mechanisms, support insulators clamps and connectors and hardware fittings	set	12				
3	33kV 25kA, 1250A Vacuum operated circuit breaker including all accessories and terminal connector but without mounting structure	Nos.	2				
4	36kV, 2 core, 400 200/1-1 A, 0.2s class, 31.5 kA for 3 sec, single phase, outdoor type, live tank, line CT as per specification, complete with JB, terminal blocks, marshalling box, clamps and connectors and hardware fittings	Nos.	9				
5	36 kV 1200-600/1-1-1 A, 3 core single phase transformer CT complete with all fittings and accessories including terminal connectors (0.2S-5P20 class: live tank type)	nos	6				
6	30kV, 10kA LA with surge counter, hardware fittings, clamps and connectors as per specification.	nos	6				
7	33kV, 2 core PT (1 phase, 0.2 class live tank type) including all accessories, terminal connectors and marshalling box 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-tendring portal.

Section - 3

Purchaser's Requirements

As per attached technical specification document.

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 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 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 shall be **5 (Five) 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 supply invoice, not more than 80% (eighty percent) payment of the total supply invoice would be made along with 100% GST on receipt and acceptance of materials in full and good condition.
 2. In total 5 (five) Nos. of progressive supply invoices/bills would be entertained.
 3. For making the payment of 80 % (Eighty percent) of the total supply amount, maximum 4(four) numbers progressive bills/ invoices would be entertained.
 4. Balance 20% of the supply value would be entertained on completion of total supply in full and good condition.
- 5.8.3. Documents required along with invoice: Following documents need to be submitted along with invoice –
- (i) Application for payment
 - (ii) Contractor's 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 10% (ten percent) of the Contract price as performance security (Bank Guarantee), within fifteen (15) days of receipt of notification of award (NoA), 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. In the event of the successful bidder's quoted rate is determined to be ALB (Abnormally Low Bid), AEGCL at its discretion may increase the PBG amount from 10% (as stipulated in clause 5.9.1) upto a maximum of 20% of the contract Price.
- 5.9.3. In the event, the successful bidder contractor fails to submit the PBG within 15 days from the issue of NoA and AEGCL shall impose a penalty @ 0.1% per day of such delay. Such penalty shall be recovered from the amounts payable against the contract. However, this shall not entitle the successful bidder to delay submission of PBG and AEGCL shall retain the right to cancel the NoA for delay in submission of PBG.
- 5.9.4. 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.
- 5.9.5. 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 **18 (Eighteen) months** from the date of successful and complete delivery of materials at the final destination indicated in the Purchaser's Requirement.
- 5.11.4. If during the Period Warranty any defect should be found, the Purchaser shall give Notice to the Contractor/Manufacturer stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Contractor/Manufacturer to inspect such defects.
- 5.11.5. If having been notified, the Contractor/Manufacturer fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Contractor/Manufacturer, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Contractor or may be deducted by the Purchaser from any monies due the Contractor or claimed under the Performance Security.

5.12.0 QUANTITY VARIATION

- 5.12.1. "Purchaser" shall have the right to increase/decrease the ordered quantity by 25% 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 were caused by circumstances that are themselves Force Majeure.
- 5.15.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 5.15.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 5.16.0**.

5.16.0 EXTENSION OF TIME FOR COMPLETION

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

5.17.0 LIQUIDATED DAMAGE

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

5.18.0 CONTRACTUAL FAILURE

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

5.19.0 ARBITRATION

- 5.19.1. In the event of any dispute or difference between the parties hereto, such dispute of difference shall be resolved amicably by mutual consultation. If such resolution is not possible, then unresolved dispute (s) or difference shall be referred to the Arbitration of a sole arbitrator to be nominated jointly by both the parties. The Arbitration Proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English. The place of arbitration shall be at Guwahati. The award of arbitrator shall be binding on the parties to the dispute. Cost of arbitration shall be borne equally between the parties.

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 '**Supply of 33kV terminal equipments at various GSS of AEGCL under Lower Assam Region**' covering inter-alia supply of all 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 or Purchaser), 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**").

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 of 33kV terminal equipments at various GSS of AEGCL under Lower Assam Region**' 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 **5 (Five) months from Contract Commencement Date.**

Article 4. Appendices

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

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

Signed by, for and on behalf of the
Purchaser

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

**Appendix 4 - Form of Performance Security
Bank Guarantee**

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

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

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

Bid Security No.:

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

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

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

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

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

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

BG expiry date:
BG clam date:

Bank's seal and authorized signature(s)

NOTE

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