

**BIDDING DOCUMENT
FOR**

**“Supply, erection and commissioning including associated works for
strengthening of the bus system at 132kV APM GSS”**

ASSAM ELECTRICITY GRID CORPORATION LIMITED



Volume-I

**Bid Identification No:
AEGCL/MD/Tech-1062/APM Phase-I/SOPD-G/2023-24/Bid**

MAIN CONTENTS

| | |
|--|----|
| Section 1: Instruction to Bidders | 3 |
| Section 2: Bidding Forms | 21 |
| Section 3: Purchaser's Requirements (Vol-II of the bidding document) | |
| Section 4: General Conditions of Supply and Erection of AEGCL | 45 |
| Section 5: Special Conditions of Contract | 46 |
| Section 6: Contract Forms | 54 |

Section 1 - Instructions to Bidders

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

| Table of Clauses | |
|---|-----------|
| 1.1.0 General | 4 |
| 1.1.1 Scope of Bid | |
| 1.1.2 Eligible Bidders | |
| 1.2.0 Contents of Bidding Document | 4 |
| 1.2.1 Sections of Bidding Document | |
| 1.2.2 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting | |
| 1.2.3 Amendment of Bidding Document | |
| 1.3.0 Preparation of Bids | 5 |
| 1.3.1 Cost of Bidding | |
| 1.3.2 Language of Bid | |
| 1.3.3 Documents Comprising the Bid | |
| 1.3.4 Letter of Bid and Schedules | |
| 1.3.5 Documents Establishing the Eligibility and Qualifications of the Bidder | |
| 1.3.6 Documents Establishing Conformity of the Goods and Services | |
| 1.3.7 Bid Prices and Discounts | |
| 1.3.8 Period of Validity of Bids | |
| 1.3.9 Bid Security | |
| 1.3.10 Format and Signing of Bid | |
| 1.4.0 Submission and Opening of Bids | 8 |
| 1.4.1 Online Submission of Bids | |
| 1.4.2 Deadline for Submission of Bids | |
| 1.4.3 Late Bids | |
| 1.4.4 Withdrawal, Substitution, and Modification of Bids | |
| 1.4.5 Bid Opening | |
| 1.5.0 Evaluation and Comparison of Bids | 9 |
| 1.5.1 Confidentiality | |
| 1.5.2 Clarification of Bids | |
| 1.5.3 Deviations, Reservations, and Omissions | |
| 1.5.4 Preliminary Examination of Technical Bids | |
| 1.5.5 Responsiveness of Technical Bid | |
| 1.5.6 Nonmaterial Nonconformities | |
| 1.5.7 Detailed Evaluation of Technical Bids | |
| 1.5.8 Eligibility and Qualification of the Bidder | |
| 1.5.9 Correction of Arithmetical Errors | |
| 1.5.10 Evaluation of Price Bids | |
| 1.5.11 Comparison of Bids | |
| 1.5.12 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | |
| 1.6.0 Award of Contract | 11 |
| 1.6.1 Award Criteria | |
| 1.6.2 Notification of Award | |
| 1.6.3 Signing of Contract | |
| 1.6.4 Performance Security | |
| APPENDIX TO ITB - 1: Bid Data Sheet | 13 |
| APPENDIX TO ITB - 2: Evaluation and Qualification Criteria | 14 |

Section 1 - Instructions to Bidders

1.1.0. General

1.1.1 Scope of Bid

- 1.1.1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the **Chief General Manager (PP&D)** on behalf of **Assam Electricity Grid Corporation Limited (AEGCL)** (hereinafter referred to as "the Purchaser"), issues this Bidding Document for the Supply, erection and commissioning including associated works for strengthening of the bus system at 132kV APM GSS on Turnkey basis, as specified in Section 3 (Purchaser's Requirements). The name and identification no. of this Competitive Bidding are provided in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.
- 1.1.1.2 Unless otherwise stated, throughout this Bidding Document definitions of terms shall be as prescribed in **Section 5** (Special Conditions of Contract).

1.1.2 Eligible Bidders

- 1.1.2.1 Subject to the fulfilling the Qualifying Criteria (as per Appendix-2 of this Section), a Bidder may be a firm or company. When the bidder is a firm, the names and address of the partners should be indicated and a copy of the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid.
- 1.1.2.2 When the bidder is a Company, the company registration document along with Memorandum of Association should be submitted.
- 1.1.2.3 When the bidder is an individual carrying on business in a firm's name, the tender should be submitted by the owner of the firm, who may describe himself as carrying on business in the firm's name.
- 1.1.2.4 In the case of a Joint Venture, all partners shall be jointly and severally liable, and the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the Joint Venture during the Tendering process and, in the event the Joint Venture is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney and Joint Venture/Consortium agreement signed by legally authorized signatories of the partners.

1.2.0. Contents of Bidding Document

1.2.1 Sections of Bidding Document

- 1.2.1.1 The Bidding Document consists of the following sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB **Clause 1.2.3**.
 - Section 1 - Instructions to Bidders (ITB) with Appendix-1 (Bid Data Sheet, **BDS** and Appendix-2 (Evaluation & Qualifying Criteria, **EQC**)
 - Section 2 - Bidding Forms (**BDF**)
 - Section 3 - Purchaser's Requirements (**PRQ**)
 - Section 4 - "General Conditions of Supply and Erection of AEGCL"
(This section is supplied separately)
 - Section 5- Special Conditions of Contract (**SCC**)
 - Section 6 - Contract Forms (**COF**)
- 1.2.1.2 *The completed Section 6 shall constitute "the Contract".*
- 1.2.1.3 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 1.2.1.4 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the Invitation for Bids.
- 1.2.1.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

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

- 1.2.2.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with **ITB Clause 1.2.2.4**. The Purchaser will respond to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Purchaser's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**, including a description

of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under **ITB Clause 1.2.3** and **ITB Clause 1.4.2.2**.

1.2.2.2 The Bidder is advised to visit and examine the site where the works are to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the site shall be at the Bidder's own expense.

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

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

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

1.2.2.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITB Clause 1.2.3** and not through the minutes of the pre-bid meeting.

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

1.2.3 Amendment of Bidding Document

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

1.2.3.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with **ITB Clause 1.2.1.4**.

1.2.3.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Clause 1.4.2.2**.

1.3.0 Preparation of Bids

1.3.1 Cost of Bidding

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

1.3.2 Language of Bid

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

1.3.3 Documents Comprising the Bid

1.3.3.1 The Bid shall comprise two envelopes submitted simultaneously, one called the '**Technical Bid**' containing the documents listed in **ITB Clause 1.3.3.2** and the other the '**Price Bid**' containing the documents listed in **ITB Clause 1.3.3.3**, **both envelopes must be submitted online through e-tendering portal <http://assamtenders.gov.in>**.

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

- (a) Letter of Technical Bid;
- (b) Bid Security, in accordance with **ITB Clause 1.3.9**;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB Clause 1.3.10.2**;

- (d) JV Agreement, if bidder is a JV in accordance with **ITB Clauses 1.1.2.4** and **1.3.10.3**;
 - (e) Documentary evidence in accordance with **ITB Clause 1.3.5** establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
 - (f) Documentary evidence establishing in accordance with **ITB Clause 1.3.6** that the goods and services offered by the Bidder conform to the Bidding Document;
 - (g) Documents as called for in **ITB Clauses 1.1.2.1, 1.1.2.2, 1.1.2.3** and **1.1.2.4**;
 - (h) Any other document required in the **BDS**.
- 1.3.3.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Price Bid (if applicable);
 - (b) completed schedules as required, including Price Schedules, in accordance with **ITB Clauses 1.3.4** and **1.3.7**; and
 - (c) any other document required in the **BDS**
- 1.3.4 Letter of Bid and Schedules**
- 1.3.4.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under **ITB Clause 1.3.3**, shall be prepared using the relevant forms furnished in Section 2 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 1.3.5 Documents Establishing the Eligibility and Qualifications of the Bidder**
- 1.3.5.1 To establish its eligibility and qualifications to perform the Contract in accordance with Appendix 2 of ITB (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 2 (Bidding Forms).
- 1.3.6 Documents Establishing Conformity of the Goods and Services**
- 1.3.6.1 The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:
- (a) A detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the goods, in response to the Specification;
 - (b) A commentary on the Purchaser's Specification and adequate evidence demonstrating the substantial responsiveness of the goods to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Purchaser in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.
- 1.3.7 Bid Prices and Discounts**
- 1.3.7.1 Unless otherwise specified in the **BDS** and/or Section 3 (Purchaser's Requirements), bidders shall quote for the entire scope of supply and services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement, delivery, construction, installation and completion of the entire scope. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the equipment and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed to be covered by the prices for other items.
- 1.3.7.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. No deviation in this regard normally, shall be accepted.
- 1.3.7.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Separate numbered Schedules shall be used for each of the following elements.
- | | |
|-----------------|--|
| Schedule No. 1: | Supply of Goods (including Mandatory Spare Parts if specified) |
| Schedule No. 2: | Freight & Insurance |
| Schedule No. 3: | Installation with works of erection, testing, commissioning, civil, foundation & other related works |
| Schedule No. 4: | Dismantling Works |

1.3.7.4 In the Schedules, bidders shall give the required details and a breakdown of their prices as called for in these Schedules.

1.3.7.5 The prices shall be either fixed or adjustable as specified in the **BDS**.

(a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated **as non-responsive and rejected**.

(b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section 2 (Bidding Forms).

1.3.8 Period of Validity of Bids

1.3.8.1 Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period **shall be rejected** by the Purchaser as non-responsive.

1.3.8.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with **ITB Clause 1.3.9**, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

1.3.9 Bid Security

1.3.9.1 The Bidder shall furnish as part of its bid, in original form, either a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**.

1.3.9.2 The bid security shall be a demand guarantee, in the form of an unconditional bank guarantee from a Scheduled or Nationalized Bank. The bid security shall be submitted using the 'Bid Security Form' included in Section 3 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB Clause 1.3.8.2**.

1.3.9.3 Bids not complying with **ITB Clause 1.3.9.1** and **ITB Clause 1.3.9.2**, **shall be rejected** by the Purchaser as **non-responsive**.

1.3.9.4 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

1.3.9.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to **ITB Clause 1.6.4**.

1.3.9.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB Clause 1.3.8.2** or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with **ITB Clause 1.6.3**; or

(ii) furnish a performance security in accordance with **ITB Clause 1.6.4**.

1.3.10 Format and Signing of Bid

1.3.10.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in **ITB Clause 1.3.3**

1.3.10.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

1.3.10.3 A bid submitted by a JV shall be signed so as to be legally binding on all partners as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the Tender on behalf of the JV shall be uploaded along with the Tender.

1.3.10.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

1.4.0. Submission and Opening of Bids

1.4.1 Online Submission of Bids

- 1.4.1.1 The technical as well as price bid should be submitted through online portal only.
- 1.4.1.2 For technical bid, all forms and supporting documents as required by **ITB clause 1.3.2** and duly signed and stamped as per **ITB clause 1.3.10** are to be uploaded in the portal. The documents are to be uploaded in PDF format and each file should not exceed 5 MB in size. In case the document is more than 5MB in size the same may be split to make the size below 5 MB.
- 1.4.1.3 The Price Bid must be submitted in the Price Schedule provided on the e-tendering portal as per the online format.

1.4.2 Deadline for Submission of Bids

- 1.4.2.1 Bid shall be received ONLINE on or before the date and time in the BDS.
- 1.4.2.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB Clause 1.2.3**, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.4.3 Late Bids

- 1.4.3.1 E-tendering portal shall allow bidders to submit bids up to the date and time specified in **ITB clause 1.4.2** as per server clock. However, bidders are advised to submit their bids well in advance of the deadline for submission of bids to avoid any last-minute difficulties.

1.4.4 Withdrawal, Substitution, and Modification of Bids

- 1.4.4.1 E-tendering portal shall allow modification of bids any time before the deadline for bid submission A Bidder may withdraw its bid, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 1.3.10.2**. Notices must be received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause 1.4.2**.
- 1.4.4.2 Bids requested to be withdrawn in accordance with **ITB Clause 1.4.4.1** shall not be opened and bid security BG shall be returned.
- 1.4.4.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

1.4.5 Bid Opening

- 1.4.5.1 The Purchaser shall conduct the opening of Technical Bids **through e-tender portal** at the address, date and time specified in the BDS. The Bid opening committee shall open on-line received Bids in the presence of Bidders designated representatives who choose to attend. The Price Bids will remain unopened until the specified time of their opening.
- 1.4.5.2 First, physical envelopes marked "WITHDRAWAL" shall be read out and the corresponding bid shall not be considered/rejected with comments. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal duly signed by an authorized representative and is read out at bid opening.
- 1.4.5.3 All envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
 - a) The name of the Bidder;
 - b) The presence of a Bid Security, if required; and
 - c) Any other details as the Purchaser may consider appropriate.Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids, except for withdrawn bids.
- 1.4.5.4 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and alternative proposals and presence or absence of a bid security or a bid securing declaration, if one is required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- 1.4.5.5 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

1.4.5.6 The Purchaser shall conduct the opening of Price Bids through e-tender portal of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

1.4.5.7 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- a) The name of the Bidder;
- b) The Bid Prices, including any discounts and alternative offers; and
- c) Any other details as the Purchaser may consider appropriate.

Only Bid Prices and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

1.4.5.8 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

1.5.0. Evaluation and Comparison of Bids

1.5.1 Confidentiality

1.5.1.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process.

1.5.1.2 Any attempt by a Bidder to influence the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

1.5.1.3 Notwithstanding **ITB Clause 1.5.1.1**, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing duly signed by an authorized representative.

1.5.2 Clarification of Bids

1.5.2.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid or to resubmit any shortfall documents. However, the following may be noted in this regard.

- (a) Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered.
- (b) All clarifications or shortfall documents shall be submitted through the e-tendering portal only. No other means of communication shall be considered unless specified otherwise.
- (c) No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with **ITB Clause 1.5.9**.

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

1.5.3 Deviations, Reservations, and Omissions

1.5.3.1 During the evaluation of bids, the following definitions apply:

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

1.5.4 Preliminary Examination of Technical Bids

1.5.4.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in **ITB Sub-Clause 1.3.3.2** have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, **the Bid may be rejected**.

1.5.4.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer **shall be rejected**.

- a) Letter of Technical Bid;
- b) Written confirmation of authorization to commit the Bidder (i.e., Notarized Power of Attorney);
- c) Bid Security, if applicable; and;
- d) JV Agreement, if bidder is a JV

Bidder should submit hard copies of the documents mentioned above in (a), (b), (c) and (d) in a sealed physical envelope 2 (two) hours prior to technical bid submission deadline. Techno-commercial bids shall be summarily rejected if these three documents are not submitted in hard copy.

1.5.5 Responsiveness of Technical Bid

1.5.5.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in **ITB Clause 1.3.3**.

1.5.5.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

a) if accepted, would:

(i). affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or

(ii). limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

1.5.5.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with **ITB Clause 1.3.6**, Technical Proposal, in particular to confirm that all requirements of Section 3 (Purchaser's Requirements) have been met without any material deviation or reservation.

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

1.5.6 Nonmaterial Nonconformities

1.5.6.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

1.5.6.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.5.6.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Appendix 2 of ITB (EQC)**.

1.5.7 Detailed Evaluation of Technical Bids

1.5.7.1 The Purchaser will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:

a) overall completeness and compliance with the Purchaser's Requirements; deviations from the Purchaser's Requirements; conformity of the plant and services offered with specified performance criteria; suitability of the plant and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;

b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and

c) other relevant factors, if any, listed in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.

1.5.8 Eligibility and Qualification of the Bidder

1.5.8.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.

1.5.8.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB Clause 1.3.5**.

1.5.8.3 ***An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall not open the Price Bid of the Bidder.***

1.5.9 Correction of Arithmetical Errors

1.5.9.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:

- a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- b) where there are errors between the total of the amounts of Schedule Nos. 1, 2, 3, & 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.5.9.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be ***disqualified and its bid security may be forfeited.***

1.5.10 Evaluation of Price Bids

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

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

- a) the bid price, as quoted in the Price Schedules;
- b) price adjustment for correction of arithmetical errors in accordance with ***ITB Clause 1.5.9.1***; and
- c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).

1.5.10.3 If price adjustment is allowed in accordance with ***ITB Clause 1.3.7.5***, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

1.5.11 Comparison of Bids

1.5.11.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ***ITB Clause 1.5.10.2***.

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

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

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

1.6.0 Award of Contract

1.6.1 Award Criteria

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

1.6.2 Notification of Award

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

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

1.6.3 Signing of Contract

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

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

1.6.4 Performance Security

1.6.4.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in **Appendix – 3, Section 6 (Contract Forms)**, or another form acceptable to the Purchaser.

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

APPENDIX TO ITB - 1

Bid Data Sheet

A. Introduction

| | |
|----------------|---|
| ITB 1.1.1.1 | <p>The number of the Invitation for Bids is: AEGCL/MD/Tech-1062/APM Phase-I/SOPD-G/2023-24/Bid/03 dated 18.08.2023</p> <p>The Purchaser is: Assam Electricity Grid Corporation Limited</p> <p>The name of the Bid is: Supply, erection and commissioning including associated works for strengthening of the bus system at 132kV APM GSS</p> <p>The identification number of Bid: AEGCL/MD/Tech-1062/APM Phase-I/SOPD-G/2023-24/Bid</p> <p>Destination Substation: 132/33 KV APM GSS (Jogighopa), Assam</p> |
| ITB 1.2.2.1 | <p>For clarification purposes only, the Purchaser's address is:</p> <p>Attention: The Chief General Manager (PP&D), AEGCL, O/o of the Managing Director, AEGCL</p> <p>Street Address: Bijulee Bhawan, Paltanbazar, Floor/Room number: First Floor</p> <p>City: Guwahati, PIN Code: 781001, Country: India</p> <p>Telephone: +91 361 2739520, Facsimile number: +91 361 2739513</p> <p>Electronic mail address: cgm.ppd@aegcl.co.in</p> |
| ITB 1.2.2.4 | <p>Purchaser may invite intending Bidders to a pre-bid meeting, if Purchaser feels it is necessary. The date and time of such pre-bid meeting shall be intimated to intending bidders in due course of time.</p> |
| ITB 1.3.3.2(h) | <p>The Bidder shall submit with its Technical-Commercial Bid the following additional documents:</p> <ol style="list-style-type: none"> 1. GTP and drawings as per requirement of Section 3, 'Purchaser's Requirements' 2. Type test reports as per requirement 3. Method Statement as per clause 3.20.4.7 (Section-3, Volume-II) 4. Manufacturer's Authorization (if applicable) <p>(All documents mentioned as per Form-A: Document Checklist at Section- 2 have to be submitted with the Techno-Commercial Bid)</p> |
| ITB 1.3.7.1 | <p>Unless otherwise specifically indicated in the Section 3 (Purchaser's Requirements), bidders shall quote for the entire plant and services on 'single responsibility basis'</p> |
| ITB 1.3.7.5 | <p>The prices quoted by the Bidder shall be FIRM</p> |
| ITB 1.3.8.1 | <p>The bid validity period shall be 180 (one hundred eighty) days</p> |
| ITB 1.3.9.1 | <p>The Bidder shall furnish a bid security in the amount of Rs. 2,89,200.00 (Rupees two lakhs eighty nine thousand two hundred only)</p> |
| ITB 1.3.10.1 | <p>The bidding is through E-tendering portal and received online. However, bidder has to submit any documents in hard copy if asked by the purchaser.</p> |
| ITB 1.3.10.2 | <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of Notarized Power of Attorney.</p> |
| ITB 1.4.2.1 | <p>For bid submission purposes only, the Purchaser's address is</p> <p>(E-Tenders shall be accepted through online portal only)</p> <p>Attention: The Chief General Manager (PP&D), AEGCL, O/o of the Managing Director, AEGCL</p> <p>Street Address: Bijulee Bhawan, Paltanbazar, Floor/Room number: First Floor</p> <p>City: Guwahati, PIN Code: 781001</p> <p>The deadline for bid submission is</p> <p>Date: 11.09.2023 , Time:14.00 Hours</p> |
| ITB 1.4.5.1 | <p>The bid opening of Technical Bids shall take place at</p> <p>O/o The Chief General Manager (PP&D), AEGCL, 1st Floor, Bijulee Bhawan, Paltanbazar, Guwahati-01</p> <p>Date: 13.09.2023 , Time:14.00 Hours</p> |

APPENDIX TO ITB - 2
Evaluation and Qualification Criteria

This Appendix contains all the criteria that the Purchaser shall use to evaluate bids and qualify Bidders. In accordance with ITB 1.5.7 and ITB 1.5.8, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 2 (Bidding Forms).

Table of Criteria

| | |
|---------------------------------|-----------|
| 1. Evaluation..... | 15 |
| 1.1 Technical Evaluation | 15 |
| 1.2 Economic Evaluation | 15 |
| 2. Qualification | 15 |
| 2.1 Eligibility | 15 |
| 2.2 Pending Litigation | 15 |
| 2.3 Financial Situation | 16 |
| 2.4 Experience | 17 |
| 2.5 Subcontractor/Manufacturers | 18 |

1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 1.5.7 (a) – (c) the following factors shall apply:

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

1.2 Economic Evaluation

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

1.2.1 Quantifiable Deviations and Omissions

Quantifiable Deviations and Omissions from the contractual obligations: No financial assessment shall be made by the Purchaser for deviations and omissions from the requirements of the Bidding Document. All such deviations, omissions or reservations shall be dealt with in accordance with ITB Clauses 1.5.5.2, 1.5.5.3, 1.5.5.4, 1.5.6.1, 1.5.6.2, 1.5.6.3, 1.5.7.1 and 1.5.9.

1.2.2 Time Schedule

Time to complete Works from the Commencement Date specified in **Article 3** of the Contract Agreement for determining time for completion of the works is **12 months**. Bids not meeting the above time schedule shall be rejected. However, no credit will be given for earlier completion.

1.2.3 Specific additional criteria

No additional criteria other than mentioned shall be considered.

2. Qualification

2.1 Eligibility

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

2.1.1 Eligibility Requirements

| | | | | | |
|---|-----------------------|-----------------------|-----------------------|----------------|--|
| Requirement of document as per ITB Sub-Clause 1.1.2 | Must meet requirement | Must meet requirement | Must meet requirement | Not applicable | Required documents as per ITB Sub-Clause 1.1.2 |
|---|-----------------------|-----------------------|-----------------------|----------------|--|

2.2 Pending Litigation

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

2.3 Financial Situation

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

2.3.1 Historical Financial Performance

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

2.3.2 Average Annual Turnover

| | | | | | |
|---|-----------------------|-----------------------|----------------------------------|----------------------------------|--------------|
| Minimum average annual turnover of Rs. 43,36,700.00 (Rupees forty three lakhs thirty six thousand seven hundred only) calculated as total certified payments received for contracts in progress or completed, within the last 3 years . | Must meet requirement | Must meet requirement | must meet 25% of the requirement | must meet 40% of the requirement | Form FIN - 2 |
|---|-----------------------|-----------------------|----------------------------------|----------------------------------|--------------|

Note:

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

2.3.3 Financial Resources

| | | | | | |
|--|-----------------------|----------------|----------------|-----------------------|-------------------------------|
| For Single Entities: The Tenderer must demonstrate that its financial resources defined in FIN-3, less its financial obligations for its current contract commitments defined in FIN-4, meet or exceed the total requirement for the Subject Contract of Rs. 18,06,940.00 (Rupees eighteen lakhs six thousand nine hundred forty only) . | Must meet requirement | Not applicable | Not applicable | Not applicable | Form FIN – 3 and Form FIN - 4 |
| For Joint Ventures: (1) Lead Partner must demonstrate that its financial resources defined in FIN-3, | Not applicable | Not applicable | Not applicable | Must meet requirement | Form FIN – 3 and Form FIN - |

| | | | | | |
|---|----------------|-----------------------|-----------------------|----------------|-------------------------------|
| less its financial obligations for its own current contract commitments defined in FIN-4, meet a minimum share of 40% of the total requirement for the Subject Contract. AND | | | | | 4 |
| (2) Each partner must demonstrate that its financial resources defined in FIN-3, less its financial obligations for its own current contract commitments defined in FIN-4, meet a minimum share of 25% of the total requirement for the Subject Contract. AND | Not applicable | Not applicable | Must meet requirement | Not applicable | Form FIN – 3 and Form FIN - 4 |
| (3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in FIN-3, less all the partners' total financial obligations for the current contract commitments defined in FIN-4, meet or exceed the total requirement of Rs. 18,06,940.00 (Rupees eighteen lakhs six thousand nine hundred forty only) . | Not applicable | Must meet requirement | Not applicable | Not applicable | Form FIN – 3 and Form FIN - 4 |

2.4 Experience

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

2.4.1 General Experience

| | | | | | |
|--|-----------------------|-----|-----------------------|-----|--------------|
| Experience as a contractor/Partner in a JV/ sub-contractor for work(s)/ contract(s) in last 5 (five) years as on bid submission deadline. <i>The Bidder must furnish necessary information along with supporting documents (e.g., copy of work orders/contracts) in support of this clause.</i> | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP - 1 |
|--|-----------------------|-----|-----------------------|-----|--------------|

2.4.2 Specific Experience

Must be complied with by the Tenderer. In case of a Joint Venture Tenderer, at least one of the partners must meet the requirement in the key activity.

| Criteria | Compliance Requirements | | Documents |
|--|-------------------------|-----------------------|-------------------------|
| Requirement | Single Entity | Joint Venture | Submission Requirements |
| <p>In order to qualify technically for this Bid, the bidders as contractor (sole or partner in a JV or as subcontractor) must have completed the following works during the last 7 (seven) years as on the date of bid submission deadline:</p> <p>1. Three similar completed works costing not less than the amount equal to ₹57,82,210.00 (Rupees fifty seven lakhs eighty two thousand two hundred ten only), incl. GST OR</p> <p>2. Two similar completed works costing not less than the amount equal to ₹72,27,760.00 (Rupees seventy two lakhs twenty seven thousand seven hundred sixty only), incl. GST OR</p> <p>3. One similar completed work costing not less than the amount equal to ₹1,15,64,420.00 (Rupees one crore fifteen lakhs sixty four thousand four hundred twenty only), incl. GST</p> <p><i>The bidder must submit necessary information along with supporting documents (e.g., copy of work orders/contracts and completion certificates) in support of this clause.</i></p> | Must meet requirement | Must meet requirement | Form EXP – 2 |

Note:

1. **“Similar work” implies works related to dismantling, erection, testing and commissioning works in 132 kV or above Transmission Line/Substation.**
2. 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’ (Manufacturer’s Authorization), Section-2 (Bidding Form).

2.5 Subcontractor/Manufacturers

(If Bidder is a manufacturer or proposes to appoint subcontractor for supply of equipment required to be supplied as per this bid, he or his subcontractor must also meet the requirements of the clause 2.5).

Subcontractors/manufacturers for the listed major items of supply must meet the requirements mentioned either in clause 2.5.1 or 2.5.2.

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

| Item No. | Description of Item | Minimum Criteria to be met |
|----------|---|---|
| 1 | Manufacture of Circuit Breakers of 132kV and 33 kV class. | The Bidder or if the Bidder is not a manufacturer of listed items his supplier must have designed, manufactured; type tested, supplied listed equipment, which are in successful operation for at least five (5) years as on the date of bid opening. The bidder/manufacturer should list such works executed to substantiate the requirement of this Clause using Form EXP-2 . |
| 2 | Manufacture of Instrument Transformers of 132 kV and 33 kV class. | |
| 3. | Manufacture of Numeric Protective Relays. | |
| 4 | Manufacture of BCU and Substation Automation System equipment | |
| 5 | Manufacture of relay & control panel and integration & configuration of Protection & Substation Automation System equipment | |
| 6 | Manufacture of Isolators of 132 kV and 33 kV class | |
| 7 | Manufacture of Lightning Arresters of 132 kV and 33 kV class. | |
| 8 | Manufacture of Capacitive Voltage Transformers of 132 kV class. | |
| 9 | Manufacture of Wave Traps of 132 kV class. | |
| 10 | PLCC Terminal | |

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

- (i). Manufacturer must have production facility in India.
 - (ii). The Manufacturer must have at least 5 (five) years of experience in manufacturing and supplying the item prior to the bid submission deadline. The Bidder must furnish necessary information along with supporting documents (e.g., copy of work orders/contracts) in support of this clause.
 - (iii). Manufacturer's authorization (duly notarised), 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.
 - (iv). Full type test certificate
 - (v). Manufacturer's experience list
 - (vi). GTP of the equipment to be supplied
 - (vii). Recent performance certificate from past clients
- (Performance certificates should be recent & must not be older than 5 (five) years as on the date of bid opening)**

2.5.2 The Bidder may offer following listed equipment from manufacturers mentioned against each item:

| Item No. | Description of Item | Name of Manufacturers |
|----------|--|--|
| 1 | Manufacture of Circuit Breakers of 132kV and 33 kV class. | ABB/CGL/BHEL/AREVA/SIEMENS |
| 2 | Manufacture of Instrument Transformers of 132 kV and 33 kV class. | ABB/CGL/BHEL/AREVA |
| 3. | Manufacture of Numeric Protective Relays. | Siemens/ABB/ALSTOM/GE MULTILIN/SEL |
| 4 | Manufacture of BCU and Substation Automation System equipment | Siemens/ABB/ALSTOM/GE MULTILIN/SEL |
| 5 | Manufacture of relay & control panel and integration & configuration of Protection& Substation Automation System equipment | Names mentioned against Sl. No. 4 plus Vension |
| 6 | Manufacture of Isolators of 132 kV and 33 kV class | ABB S&S/AREVA/SIEMENS/CGL |
| 7 | Manufacture of Lightning Arresters of 132 kV and 33 kV class. | CGL/OBLUM/LAMCO/SIEMENS, |
| 8 | Capacitive Voltage Transformers of 132kV and 33 kV class. | CGL/ABB/AREVA |
| 9 | Manufacture of Wave Traps of 132 kV class. | CGL/ABB |
| 10 | PLCC terminal | AREVA, ABB, SIEMENS |

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

- 2.5.3 Bidders are free to list more than one Subcontractor against each item of the plant and services. However, necessary documents as mentioned in clause 2.5.1 and 2.5.2 must be furnished with the bid against each such manufacturer/ subcontractor. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

Section 2- Bidding Forms

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

Table of Forms

| | | |
|----------|---|--|
| A | Form A: Document Checklist | 22 |
| 1 | Letter of Technical Bid | 23 |
| 2 | Price Schedules | 24 |
| | NOTE: For e-tendering, price proposals are to be submitted in e-tendering portal only. The price schedules as mentioned below are for reference only. In price schedules uploaded in e-tender portal, please use remarks column specifying tax details (if required). In absence of any remarks regarding any specific taxes not quoted in price schedule, it will be deemed for evaluation purpose that such taxes are included in quoted price. Summary will be automatically calculated in the online portal. Bidder need not fill up the Grand summary schedule. Bidders should upload sealed and signed, unpriced schedules indicating the HSN code along with the Techno-commercial Bid. | |
| | Schedule No. 1: | Supply of Goods (including Mandatory Spare Parts if specified) |
| | Schedule No. 2: | Freight & Insurance |
| | Schedule No. 3: | Installation with works of erection, testing, commissioning, civil, foundation & other related works |
| | Schedule No. 4: | Dismantling Works |
| 3 | Form of Bid Security | 33 |
| 4 | Contract Execution Schedule | 34 |
| 5 | Proposed Subcontractors/Manufacturers for Major Items of Plant and Services | 35 |
| B | Form B: Manufacturer's Authorization | 36 |
| 6 | Bidders Qualification | 37 |
| | 6.1 Form ELI - 1: Bidder's Information Sheet | 37 |
| | 6.2 Form LIT - Pending Litigation | 38 |
| | 6.3 Form FIN - 1: Financial Situation | 39 |
| | 6.4 Form FIN - 2: Average Annual Turnover | 40 |
| | 6.5 Form FIN - 3: Financial Resources | 41 |
| | 6.6 Form FIN- 4: Current Contract Commitments | 42 |
| | 6.7 Form EXP - 1: General Experience | 43 |
| | 6.8 Form EXP - 2: Specific Experience | 44 |

Form – A
Document checklist

| SL. No. | Document to be submitted | Submitted (Yes/No) | Name of uploaded pdf |
|---------|--|--------------------|----------------------|
| 1. | Letter of technical bid (Form-2) | | |
| 2. | Notarised Power of attorney for the person signing the tender | | |
| 3. | Bid Security as original copy of EMD BG or online EMD payment receipt | | |
| 4. | JV Agreement, if bidder is a JV | | |
| 5. | Bidders company/firm registration certificate/certificate of incorporation | | |
| 6. | Manufacturer's Authorization (Form-B) (Applicable for bidder who is not manufacturer of offered product) | | |
| 7. | GST registration | | |
| 8. | Filled up Form ELI-1 | | |
| 9. | Filled up Form LIT | | |
| 10. | Filled up Form FIN-1 | | |
| 11. | Filled up Form FIN-2 | | |
| 12. | Filled up Form FIN-3 | | |
| 13. | Filled up Form FIN-4 | | |
| 14. | Audited Balance sheet for last three years | | |
| 15. | Bank Solvency Certificate indicating the amount by concerned authority in necessary format as per banks (Latest) | | |
| 16. | Filled up Form EXP-1 | | |
| 17. | Filled up Form EXP-2 | | |
| 18. | Proposed Subcontractors/Manufacturers for Major Items of Plant and Services | | |
| 19. | Work orders/contract copies as per requirement in EXP-1 & EXP-2 | | |
| 20. | Recent Performance Certificates as per requirement in EXP-1 & EXP-2 | | |
| 21. | GTP and drawings as per requirement | | |
| 22. | Type test reports as per requirement | | |
| 23. | Method Statement as per clause 3.20.4.7 (Section-3, Volume-II) | | |
| 24. | Contract Execution Schedule | | |
| 25. | Additional documents if any | | |

Note: Bidders are requested to submit all required documents in **e-tender portal** and **physical copies of i) Letter of technical bid ii) Original copy of EMD BG or Online EMD payment receipt iii) Power of Attorney (notarized) for bid signatory and iv) JV Agreement (if bidder is a JV)** to the Tender inviting authority in a sealed envelope superscribed with the name of bidder, full address, Tender reference, name of work etc. at the office of the Managing Director, Assam Electricity Grid Corporation Ltd, Bijulee Bhawan, Paltan Bazar Guwahati-781001 **two hours prior to the technical bid submission end date and time (In case these three documents are not received in hardcopy, the bid shall be summarily rejected).**

[In Bidder's Letterhead]

1 Letter of Technical Bid

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

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;
- (b) We offer to design, manufacture, test, deliver, install, and commission in conformity with the Bidding Document the following Goods and Services: ;
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **... days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

Name

In the capacity of

Registered Office Address

Signed

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

Date

.....

2 Price Schedules

PREAMBLE

General

1. The Price Schedule is divided into separate Schedules as follows:

| | |
|-----------------|--|
| Schedule No. 1: | Supply of Goods (including Mandatory Spare Parts if specified) |
| Schedule No. 2: | Freight & Insurance |
| Schedule No. 3: | Installation with works of erection, testing, commissioning, civil, foundation & other related works |
| Schedule No. 4: | Dismantling Works |
2. The Schedules do not generally give a full description of the goods to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Purchaser's Requirements and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with **ITB Clause 1.2.2** prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink/on line, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
5. Bid prices shall be quoted in the manner indicated in Schedules.
As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.
Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 3 (Purchaser's Requirements) or elsewhere in the Bidding Document.

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

Schedule No. 1 – Supply of Equipment

| Sl. nos. | Item Description | Qty | Unit | Unit Price without any taxes (in Rs.) | Total Price without any taxes (in Rs.) |
|------------|---|---------|------|---------------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6=3x5 |
| 1 | Potential Transformers (I-Phase) with terminal connectors etc. as per specification | | | | |
| 1.1 | 132kV PT | 3 | Nos | | |
| 2 | Post Insulators with terminal connectors etc., as per specification | | | | |
| 2.1 | 132kV Post Insulator | 6 | Nos | | |
| 3 | Isolators with insulators, terminal connectors, complete structures etc. as per specifications | | | | |
| 3.1 | 132 kV Isolator without Earth Switch | 1 | Set | | |
| 4 | Supply of Mounting Structures with mounting bolts - nuts and foundation bolt | | | | |
| 4.1 | 132 kV Post Insulator | 6 | Nos | | |
| 4.2 | 132 kV Potential Transformer | 3 | Nos | | |
| 4.3 | 132 kV Isolator without Earth Switch | 1 | Set | | |
| 5 | Supply of Bay Steel Structures except equipment mounting structures | | | | |
| 5.1 | Columns | | | | |
| 5.11 | Column Type C1 (3 Nos) (1721.13 Kgs/Column) | 5163.39 | Kg | | |
| 5.12 | Column Type C8 (4 Nos) (2111.32 Kgs/Column) | 8453.28 | Kg | | |
| 5.2 | Beams | | | | |
| 5.21 | Beam Type B2 (2 Nos) (756.84 Kgs/Beam) | 1513.68 | Kg | | |
| 5.22 | Beam Type B2B (2 Nos) (1120.04 Kgs/Beam) | 2240.08 | Kg | | |
| 5.23 | Tower Bolts & Nuts | 1000 | Kg | | |
| 5.24 | Foundation Bolts & Nuts | 1000 | Kg | | |
| 6 | Supply of Power Cables Armoured Al | | | | |
| 6.1 | 2C, 6sqmm | 200 | Mtr | | |
| 6.2 | 4C, 16sqmm | 200 | Mtr | | |
| 7 | 1100 V Grade, PVC insulated, PVC sheathed, steel round wire armoured, multi stranded control cables: Copper of the following sizes | | | | |
| 7.1 | 7C, 2.5 sqmm | 100 | Mtr | | |
| 7.2 | 12C, 2.5 sqmm | 150 | Mtr | | |
| 8 | Supply of ACSR Zebra Conductor | 0.5 | KM | | |
| 9 | Disc Insulator strings complete with all hardware fittings, clamps etc. | | | | |
| 9.1 | 10 Disc Double Tension Insulator String | 6 | Nos | | |
| 10 | Supply of Earthing System materials | | | | |
| 10.1 | Main Earth Mat (65X12 mm GI Flats) | 500 | Mtr | | |
| 10.2 | 65X12 GI Earth Flat for Risers, Equipment Earthing, Column Earthing etc. | 200 | Mtr | | |

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| | | | | | |
|-----------|--|-----|-----|--|--|
| 10.3 | 50X6 GI Flat Earthing Conductor for earthing of Indoor L.T. and control panels, Junction Box, Marshalling Boxes, Cable Trenches etc. | 100 | Mtr | | |
| 10.4 | 40 MM Dia 3Mtr Long M.S. Rod earth electrodes (Driven) with test link for each tower with earth peaks, LAs, and CVTs etc. | 30 | Mtr | | |
| 10.5 | Aux Earth Mat | 10 | Nos | | |
| 10.6 | 7/3.66mm GI wire for shielding and down wires for earth shielding wires/lightning spikes etc. | 300 | Mtr | | |
| 11 | Clamps and Connectors | | | | |
| 11.1 | Twin PG Clamps with connectors and all hardware fittings (Zebra-panther) | 25 | Nos | | |
| 11.2 | Twin T-Clamps and Connectors and all hardware fittings (Zebra-panther) | 25 | Nos | | |
| 11.3 | Dove Clamps for shield wires with connectors | 10 | Nos | | |
| 12 | ACDB | 1 | LS | | |
| 13 | Spacer for 132 kV Twin Bus | 50 | Nos | | |

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

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Schedule No. 2 - Freight & Insurance

| Sl. nos. | Item Description | Qty | Unit | Unit Price without any taxes (in Rs.) | Total Price without any taxes (in Rs.) |
|------------|---|---------|------|---------------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6=3x5 |
| 1 | Potential Transformers (I-Phase) with terminal connectors etc. as per specification | | | | |
| 1.1 | 132kV PT | 3 | Nos | | |
| 2 | Post Insulators with terminal connectors etc., as per specification | | | | |
| 2.1 | 132kV Post Insulator | 6 | Nos | | |
| 3 | Isolators with insulators, terminal connectors, complete structures etc. as per specifications | | | | |
| 3.1 | 132 kV Isolator without Earth Switch | 1 | Set | | |
| 4 | Supply of Mounting Structures with mounting bolts - nuts and foundation bolt | | | | |
| 4.1 | 132 kV Post Insulator | 6 | Nos | | |
| 4.2 | 132 kV Potential Transformer | 3 | Nos | | |
| 4.3 | 132 kV Isolator without Earth Switch | 1 | Set | | |
| 5 | Supply of Bay Steel Structures except equipment mounting structures | | | | |
| 5.1 | Columns | | | | |
| 5.11 | Column Type C1 (3 Nos) (1721.13 Kgs/Column) | 5163.39 | Kg | | |
| 5.12 | Column Type C8 (4 Nos) (2111.32 Kgs/Column) | 8453.28 | Kg | | |
| 5.2 | Beams | | | | |
| 5.21 | Beam Type B2 (2 Nos) (756.84 Kgs/Beam) | 1513.68 | Kg | | |
| 5.22 | Beam Type B2B (2 Nos) (1120.04 Kgs/Beam) | 2240.08 | Kg | | |
| 5.23 | Tower Bolts & Nuts | 1000 | Kg | | |
| 5.24 | Foundation Bolts & Nuts | 1000 | Kg | | |
| 6 | Supply of Power Cables Armoured Al | | | | |
| 6.1 | 2C, 6sqmm | 200 | Mtr | | |
| 6.2 | 4C, 16sqmm | 200 | Mtr | | |
| 7 | 1100 V Grade, PVC insulated, PVC sheathed, steel round wire armoured, multi stranded control cables: Copper of the following sizes | | | | |
| 7.1 | 7C, 2.5 sqmm | 100 | Mtr | | |
| 7.2 | 12C, 2.5 sqmm | 150 | Mtr | | |
| 8 | Supply of ACSR Zebra Conductor | 0.5 | KM | | |
| 9 | Disc Insulator strings complete with all hardware fittings, clamps etc. | | | | |
| 9.1 | 10 Disc Double Tension Insulator String | 6 | Nos | | |
| 10 | Supply of Earthing System materials | | | | |
| 10.1 | Main Earth Mat (65X12 mm GI Flats) | 500 | Mtr | | |
| 10.2 | 65X12 GI Earth Flat for Risers, Equipment Earthing, Column Earthing etc. | 200 | Mtr | | |

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| | | | | | |
|-----------|--|-----|-----|--|--|
| 10.3 | 50X6 GI Flat Earthing Conductor for earthing of Indoor L.T. and control panels, Junction Box, Marshalling Boxes, Cable Trenches etc. | 100 | Mtr | | |
| 10.4 | 40 MM Dia 3Mtr Long M.S. Rod earth electrodes (Driven) with test link for each tower with earth peaks, LAs, and CVTs etc. | 30 | Mtr | | |
| 10.5 | Aux Earth Mat | 10 | Nos | | |
| 10.6 | 7/3.66mm GI wire for shielding and down wires for earth shielding wires/lightning spikes etc. | 300 | Mtr | | |
| 11 | Clamps and Connectors | | | | |
| 11.1 | Twin PG Clamps with connectors and all hardware fittings (Zebra-panther) | 25 | Nos | | |
| 11.2 | Twin T-Clamps and Connectors and all hardware fittings (Zebra-panther) | 25 | Nos | | |
| 11.3 | Dove Clamps for shield wires with connectors | 10 | Nos | | |
| 12 | ACDB | 1 | LS | | |
| 13 | Spacer for 132 kV Twin Bus | 50 | Nos | | |

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

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Schedule No. 3 – Installation with works of erection, testing, commissioning, civil, foundation & other related works

| Sl. nos. | Item Description | Qty | Unit | Unit Price without any taxes (in Rs.) | Total Price without any taxes (in Rs.) |
|----------|--|---------|-------|---------------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6=3x5 |
| 1 | Erection, testing and commissioning of potential transformers including laying and terminating of control cables as required | | | | |
| 1.1 | 132 kV PT | 3 | Nos | | |
| 2 | Erection, testing and commissioning of isolators including laying and terminating of LT power and control cables as required | | | | |
| 2.1 | 132 kV Isolator without Earth Switch | 1 | Set | | |
| 3 | Erection, testing and commissioning of post insulator including laying and terminating of control cable as required | | | | |
| 3.1 | 132 kV post insulator | 6 | Nos | | |
| 4 | Erection of Mounting Structures for different terminal equipment as required for: | | | | |
| 4.1 | 132 kV Post Insulator | 6 | Nos | | |
| 4.2 | 132 kV Potential Transformer | 3 | Nos | | |
| 4.3 | 132 kV Isolator without Earth Switch | 1 | Nos | | |
| 5 | Erection of Bay Steel Structures except equipment mounting structures | | | | |
| 5.1 | Columns | | | | |
| 5.11 | Column Type C1 (3 Nos) (1721.13 Kgs/Column) | 5163.39 | Kg | | |
| 5.12 | Column Type C8 (4 Nos) (2111.32 Kgs/Column) | 8453.28 | Kg | | |
| 5.2 | Beams | | | | |
| 5.21 | Beam Type B2 (2 Nos) (756.84 Kgs/Beam) | 1513.68 | Kg | | |
| 5.22 | Beam Type B2B (2 Nos) (1120.04 Kgs/Beam) | 2240.08 | Kg | | |
| 6 | Hoisting of Insulator Strings, Stringing of Conductors | 400 | Mtrs | | |
| 7 | Hoisting of GI Shield wire | 400 | Mtrs | | |
| 8 | Connection of clamps and connectors with jumpers to 132 kV Bus | 1 | Job | | |
| 9 | Installation of earthing system with GI Flats, electrodes etc. for the whole earth Mat with Aux Earth mat (including earth pit construction and charcoal, salt etc.) | 1 | LS | | |
| 10 | Providing 80MM Thick PCC 1:4:8 base of switchyard as per specification and drawings including supply of all materials | 1000 | Sq. M | | |
| 11 | Providing/Spreading of gravel of 100 mm thick (nominal size of 20mm) at Switch-yard area as per specifications and Drawings including supply of all materials | 1000 | Sq. M | | |
| 12 | Construction of cables trenches including supply of all materials and labour as per specification and drawing | | | | |
| 12.1 | Main Trench (1000 x 600 mm) | 100 | Mtrs | | |
| 12.2 | Main trench Extension for Isolator and PT (1000 x 450) | 20 | Mtrs | | |

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| | | | | | |
|-----------|--|---|-----|--|--|
| 13 | Illumination | | | | |
| 13.1 | Design and installation of outdoor illumination system for the 132kV bay area (consisting of minimum 6 Nos of LED lamps with fittings etc.) as per specification including supply of all materials | 1 | LS | | |
| 14 | Erection of ACDB | 1 | LS | | |
| 15 | Foundation works for 132 kV Isolator without earth switch (1 No) | 1 | Job | | |
| 16 | Construction of Foundation including supply of all foundation materials and labor as required for 132kV Post Insulators (6 Nos) | 6 | Job | | |
| 17 | Construction of Foundation including supply of all foundation materials and labor as required for 132kV Potential Transformer | 3 | Job | | |
| 18 | Construction of Foundation including supply of all foundation materials and labor as required for Lattice Steel Column | | | | |
| 18.1 | C1 | 3 | Job | | |
| 18.2 | C8 | 4 | Job | | |

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

Schedule No. 4 – Dismantling Works

| Sl. nos. | Item Description | Qty | Unit | Unit Price without any taxes (in Rs.) | Total Price without any taxes (in Rs.) |
|----------|--|---------|------|---------------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6=3x5 |
| 1 | Dismantling of 132 kV PT and associated structures, marshalling box and associated accessories and carriage of the material to store as per site in charge | 3 | Nos | | |
| 2 | Dismantling of 132 kV Isolator without Earth Switch and placing at alternate location as per site in charge | 1 | Nos | | |
| 3 | Dismantling of Columns (C2-6 Nos) and beams (B2 -3 Nos) and carriage of the materials to store as per site in charge | 12597.3 | Kg | | |
| 4 | Dismantling of existing 132 kV Bus including all hardware fittings | 0.2 | Km | | |

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

Schedule No. 5 - Grand Summary

| SCHEDULE NO. | TITLE | TOTAL |
|--------------|--|-------|
| 1 | Supply of Equipment | |
| 2 | Freight and Insurance | |
| 3 | Installation with works of erection, testing, commissioning, civil, foundation & other related works | |
| 4 | Dismantling Works | |

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3 Form of Bid Security

Bank Guarantee

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

Bank's Name:

Address of Issuing Branch or Office:

Email id and phone no for correspondence:

Beneficiary: Managing Director, AEGCL
Name and Address of Purchaser

Bid Security No.:

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

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

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

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

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

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

BG expiry date:

BG clam date:

Bank's seal and authorized signature(s)

NOTE

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

4 Contract Execution Schedule

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

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

5 Proposed Subcontractors/Manufacturers for Major Items of Plant and Services

The following Subcontractors and/or manufacturers are proposed for carrying out the item as per scope of contract. Bidders are free to propose more than one for each item. Necessary documents as mentioned in clause 2.5.1 and 2.5.2 must be furnished with the bid against each such manufacturer/ subcontractor.

| Major Items of Plant and Services | Proposed Subcontractors/Manufacturers | Nationality |
|-----------------------------------|---------------------------------------|-------------|
| | | |

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

Form – B

Manufacturer's Authorization

(To be submitted in Manufacturer's Letterhead)

(The Bidder shall submit MA, in pursuant to ECQ Clause 2.5 and in accordance with the instructions indicated)

Date: [insert date (as day, month and year) of Bid Submission]

Bid No.: [insert number of bidding process]

To: [Insert: full name of Purchaser]

WE [insert: **complete name of Manufacturer**], who are established and reputable manufacturers of [insert: **name and/or description of the Goods manufactured**] having production facilities at [insert: **full address of manufacturer's factory**] do hereby authorize [insert: **complete 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 5.10.0** 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 in bid**.

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.

In the capacity of [insert: **title of position or other appropriate designation**] **(and this should be signed by a person having the power of attorney to legally bind the manufacturer).**

Signed: [insert: **signature(s) of authorized representative(s) of the manufacturer**]

Name & Title: [insert: **complete name(s) of authorized representative(s) of the manufacturer**]
(Common Seal).....

Duly authorized to sign this Authorization on behalf of [insert: **complete name of the manufacturer**]

Dated on _____ day of _____, _____ [insert: **date of signing**]

Notes:

1. *The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having **Power of Attorney to sign on behalf of the Manufacturer** (to be attached with this MA) to legally bind the Manufacturer. It shall be included by the bidder in its bid.*
2. **Above undertaking shall be registered or notarized so as to be legally enforceable.**

Bidders Qualification

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

6.1 Form ELI - 1: Bidder's Information Sheet

| Bidder's Information | |
|--|--|
| Bidder's legal name | |
| Bidder's country of constitution | |
| Bidder's year of constitution | |
| Bidder's legal address in country of constitution | |
| Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address) | |
| Attached are copies of the following original documents. <input type="checkbox"/> 1. In case of single entity/firm, documents in accordance with ITB 1.1.2.1. <input type="checkbox"/> 2. In case of Company, documents in accordance with ITB 1.1.2.2. | |

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.2 Form LIT - Pending Litigation

Each Bidder must fill in this form

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

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.3 Form FIN - 1: Financial Situation

Each Bidder must fill in this form

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

Information from Balance Sheet

| | | | |
|---------------------|--|--|--|
| Total Assets | | | |
| Total Liabilities | | | |
| Net Worth | | | |
| Current Assets | | | |
| Current Liabilities | | | |

Information from Income Statement

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

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.4 Form FIN - 2: Average Annual Turnover

Each Bidder must fill in this form

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

| | |
|--------------------------------|--|
| Average Annual Turnover | |
|--------------------------------|--|

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

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.5 Form 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 construction cash flow demands of the subject contract or contracts as indicated in **Appendix 2 of ITB** (Evaluation and Qualification Criteria) with necessary supporting documents.

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

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.6 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.

| Current Contract Commitments | | | | | |
|-------------------------------------|-------------------------|--|---|--|--|
| No. | Name of Contract | Purchaser's Contact Address, Tel, Fax | Value of Outstanding Work [Rupees] | Estimated Completion Date | Average Monthly Invoicing Over Last Six Months [(Rs/month)] |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.7 Form EXP – 1: General Experience

Each Bidder must fill in this form

| General Experience | | | | |
|---------------------|-------------------|-------|--|----------------|
| Starting Month Year | Ending Month Year | Years | Contract Identification and Name Name and Address of Purchaser Brief Description of the Works Executed by the Bidder | Role of Bidder |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.8 Form EXP – 2: Specific Experience

Fill up one (1) form per contract.

| Contract of Similar Size and Nature | | | |
|--|-------------------------------------|-----------------|--|
| Contract No.of. | Contract Identification | | |
| Award Date | | Completion Date | |
| Role in Contract | <input type="checkbox"/> Contractor | | <input type="checkbox"/> Subcontractor |
| Total Contract Amount | (Rupees) | | |
| Purchaser's Name Address Telephone/Fax Number E-mail | | | |
| Description in accordance with Criteria 2.4.2 /2.5 | | | |
| 1. Brief Specification of Goods supplied/Works Executed 2. Date of commissioning/completion | | | |
| Attached are copies of the following original documents. <input type="checkbox"/> 1. Type Test Certificates. <input type="checkbox"/> 2. Recent performance certificates (Not older than five years on the date of Technical Bid opening) <input type="checkbox"/> 3. Order/Contract copies <input type="checkbox"/> 4. Completion Certificates | | | |

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

Section - 4

General Conditions of Supply and Erection of AEGCL

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

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

Section 5- Special Conditions of Contract

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

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

Table of Clauses

| | | |
|--------|--|----|
| 5.1.0 | DEFINITION OF TERMS | 47 |
| 5.2.0 | CONTRACT DOCUMENTS | 47 |
| 5.3.0 | LEGAL JURISDITCTION | 47 |
| 5.4.0 | LANGUAGE | 47 |
| 5.5.0 | SCOPE OF WORKS | 48 |
| 5.6.0 | COMPLETION SCHEDULE | 48 |
| 5.7.0 | CONTRACT PRICE | 48 |
| 5.8.0 | TERMS OF PAYMENT | 48 |
| 5.9.0 | PERFORMANCE SECURITY DEPOSIT | 50 |
| 5.10.0 | WARRANTY | 50 |
| 5.11.0 | COPY RIGHT ETC | 50 |
| 5.12.0 | QUANTITY VARIATION..... | 50 |
| 5.13.0 | INSPECTION AND TESTING | 50 |
| 5.14.0 | INSURANCE | 51 |
| 5.15.0 | FORCE MAJEURE | 51 |
| 5.16.0 | EXTENSION OF TIME FOR COMPLETION | 52 |
| 5.17.0 | LIQUIDATED DAMAGE | 52 |
| 5.18.0 | CONTRACTUAL FAILURE | 53 |
| 5.19.0 | ARBITRATION | 53 |

Section - 5

Special Conditions of Contract

5.1.0 DEFINITION OF TERMS

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

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

"Day" means calendar day

"Year" means 365 days.

"Month" means calendar month.

"Party" means the "Purchaser" or the "Contractor", as the context requires.

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

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

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

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

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

"Construction Manager" means the person appointed by the Contractor's Representative in the manner provided in SCC Sub-Clause 5.11.2.3.

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

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

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

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

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

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

The "Specification" shall mean the "Purchaser's Requirements".

5.2.0 CONTRACT DOCUMENTS

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

5.3.0 LEGAL 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 WORKS

- 5.5.1. The Goods and Related Services to be supplied and commissioned shall be as specified in Price Schedules, BOQ.
- 5.5.2. Unless otherwise stipulated in expressly limited in the Purchaser's Requirements, the Scope of Works 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 COMPLETION SCHEDULE

- 5.6.1. For the purpose of determining the completion time of the Works, the date on which the Contractor signs the Contract Agreement OR the date, 15 days from the issue of the LoA/NoA, whichever is earlier shall be taken as Commencement Date of the contract.
- 5.6.2. The 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 Supplier 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 Works 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 shall be made as follows: -

For payment against Supply and F&I:

A. Progressive Payments for supply items within the country:

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

For payment against Installation and other services:

B. Progressive Payments for erection work:

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

- 5.8.3. Documents to be submitted with the invoice (for turnkey contract)–

- (a) Unconditional acceptance of the Letter of Award and signed Contract Agreement, by the contractor for supply

- (b) Detailed Supply Plan /Project Execution Plan/ PERT chart approved by AEGCL
- (c) Documentary evidence of dispatch (R/R or receipt of L/R)-(for Supply only)
- (d) Contractor's detailed invoice & packing list identifying contents of each shipment/supply-(for Supply only)
- (e) Copy of certificate in respect of payments of State/ Central taxes, duties, levies, etc. have been made against supply of equipment/ materials through contractors/ sub-vendors under the contract, if applicable
- (f) Certified copy of Insurance Policy/ Insurance Certificate
- (g) Manufacturer's/ Contractor's Guarantee Certificate of Quality
- (h) Material Dispatch Clearance Certificate (MDCC)/ Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized Officer of the AEGCL - (for Supply only)
- (i) Manufacturer's/ Supplier's copy of challan- (for Supply only)
- (j) Copy of testing/ inspection of equipment/ material clearance certificate issued by AEGCL- (for Supply only)
- (k) Copy of Goods Receipt Sheet (GRS)/ Materials Received Voucher (MRV)/ Materials Handing Over Voucher (MHOV). - (for Supply only)
- (l) Joint Measurement Sheet. - (for erection only)
- (m) Labour Licence, Insurance, etc. - (for erection only.)
- (n) Payments would be made subject to fulfillment of the following conditions –
 - i. Advance copy of invoices in duplicate with documents/ information as stated under clause (a) to (m), whichever is applicable, are to be furnished sufficiently in advance.
 - ii. Any demurrage charges on account of late intimation and/or delivery of documents by the Bank is to be borne by the supplier.
 - iii. The supplier should intimate the dispatch of each and every consignment to the Purchaser and the Consignee.
 - iv. All Bank charges are to be borne by the supplier.
 - v. Payment through Bank for supply of equipment/ materials, dispatched by Rail would be allowed if required, however the equipment/ materials have to reach at destination/ project site in full and good condition and additional expenditure in any form for this is to be borne by the supplier. A prior approval from appropriate authority of the AEGCL is to be taken in this respect.
 - vi. Payment through Bank for supply of equipment/ materials, dispatched by road transport would be allowed if required, provided that, the transport agency is approved by the Banking Association and prior approval thereof is given by the AEGCL's appropriate Authority.

Checklist, at the Time of Bill Checking/Passing (For Supply and Erection Bills)

(as per Office Circular no. AEGCL/MD/Tech-856/DGM(PP&D)/Corr / Part File/6 Dtd: 26. 07.2022)

- a) Administrative Approval of the Work (wherever applicable)
- b) Financial Clearance for the work (wherever applicable)
- c) TPC/ZPC resolution/Board Approval (where necessary)
- d) Copy of Work order/ LoA / signed Contract Agreement
- e) Copy of Performance Bank Guarantee (if PBG has to be submitted as per agreement)
- f) Measurement Books* & Joint Measurement Sheet (in case of erection work and civil work)
- g) Copy of Challans in original (Duly verified and signed by both parties)
- h) Invoices in details (Three Copies under GST)
- i) Good Receipts Sheets (In case of Capital and O&M goods)
- j) Materials Received Vouchers (MRV) & Materials Handing over Vouchers (MHOV) (in case of supply invoices, wherever necessary, with specific date in case of Turnkey projects/contracts)
- k) Statement of bill of Contractor/ Suppliers for payment
- l) Work-in-progress certificate in case of running bill
- m) Completion Certificate in case of Final Bill
- n) Handing over and taking over certificate and successful testing/operational acceptance certificate from the project authority for final bill
- o) Journal Entries (whether it has been made or not) (in AEGCL's scope)
- p) Lorry Receipt (in case of F&I bill)/ E-way bill

- q) Certificate of insurance as per contract (Where necessary)
- r) Original copy of Challans for reimbursement of any taxes/Duties
- s) Verified copies of photographs, duly signed by contractor and concerned AGM and countersigned by DGM
- t) Dispatch Clearance/Instruction to be attached along with supply invoices.
- u) Physical Verification of site by concerned site officers is to be endorsed by AGM and countersigned by DGM

5.8.4 ADVANCE PAYMENT

No advance payment is applicable for this contract.

5.9.0 PERFORMANCE SECURITY DEPOSIT

- 5.9.1. The Contractor shall have to deposit to the extent of 10% (ten percent) of the total value of the order (or to the extent of 20% of the total value of order, in case of acceptance of Abnormally Low Bid as per Office Order MD/AEGCL/Board Agenda/2019/32 dated 18.04.2021) as performance security (Bank Guarantee), within fifteen (15) days of receipt of LoA, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 60 days beyond the warranty period.
- 5.9.2. If required, the contractor on his own has to renew the BG at least 1(one) month before the date of expiry of the BG; failing which the BG shall be revoked by AEGCL within the claim period without any prior intimation to the contractor.
- 5.9.3. If the Contractor fails or neglects to observe, perform any of his obligations under the contract, it will be lawful for the "Purchaser" to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier.
- 5.9.4. No interest shall be payable on such deposits.

5.10.0 WARRANTY

- 5.10.1. The Supplier/Manufacturer/Contractor 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.
- 5.10.2. The Supplier/Manufacturer/Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 5.10.3. The warranty shall remain valid for a period of **sixty (60) months** from the date of supply (the Goods having been delivered to and accepted at the final destination as indicated in the Purchaser's Requirement) or **54 (fifty-four) months** from the date of commissioning of the project, whichever is later.
- 5.10.4. If during the Period of Warranty any defect should be found, the Purchaser shall give Notice to the Supplier/Manufacturer/Contractor 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 Supplier/Manufacturer/Contractor to inspect such defects.
- 5.10.5. If having been notified, the Supplier/Manufacturer/Contractor fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Supplier/Manufacturer/Contractor, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Supplier/Manufacturer/Contractor or may be deducted by the Purchaser from any monies due the Supplier/Manufacturer/Contractor or claimed under the Performance Security.

5.11.0 COPY RIGHT ETC.

- 5.11.1. The contractor shall indemnify the purchaser against all claims actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India by the use of any equipment supplied by the contractor but such indemnity shall not cost any use of the equipment other than for the purposes indicated by or reasonably to be inferred from the specification.

5.12.0 QUANTITY VARIATION

- 5.12.1. "Purchaser" shall have the right to increase/decrease the ordered quantity by 20% within 50 days of the period of completion of the Works and the same shall be carried out at the same rates/prices and terms and conditions stipulated in the order except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

5.13.0 INSPECTION AND TESTING

- 5.13.1 The Supplier 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 may generally be conducted on the premises of the Supplier/Manufacturer, at point of delivery. Subject to **Sub-Clause 5.13.3**, The Supplier shall furnish all reasonable facilities and assistance, including access to drawings 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 travelling and board and lodging expenses.
- 5.13.4 Whenever the Supplier is ready to carry out any such test and/or inspection, the Supplier shall give a reasonable advance notice (not less than 30 days) of such test and/or inspection and of the place and time thereof to the Purchaser. The Supplier 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 Supplier/manufacturer shall provide the Purchaser with a certified report of the results of any such test and/or inspection.
- 5.13.6 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier 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 Supplier that the Purchaser shall not attend the test and/or inspection, then the Supplier 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 Supplier 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 Supplier 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 supplier shall replace free of cost missing / damaged / lost materials within 30 (thirty) days from the receipt of report thereof from the consignee(s) without waiting for settlement of their claims with their carriers / under-writers. Normally, such reports from the consignee(s) to the supplier shall be initiated within a period of 30 (thirty) days from the date of receipt of each consignment by him /them.
- 5.14.4. 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/ suppliers will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Contractor.
- 5.14.5. Unless, otherwise mutually agreed upon, in case of failure by the supplier to replenish /make good of the loss /damage /short supplied quantities, within the stipulated period, the purchaser reserves the right to forfeit the security deposit and/ or adjust any outstanding payment to the "Contractor" with the Purchaser or take any other appropriate action.

5.15.0 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 Clause 5.19.0**.
- 5.16.3. Without valid Time Extension by the Managing Director, AEGCL, no bills are to be passed where application of time extension is required.
- 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 supplier and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the contractor; or

(b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor and forfeit the security deposit.

(c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 5.18.0**.

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 supplier irrespective of whether his default relates to the particular orders or not towards the Purchaser's claim for damages arising out of the failure. In addition, the Purchaser may black-list or bans the "Contractor" or pending enquiry, suspend him or take any other steps considered suitable.

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

Table of Forms

| | |
|------------------------------------|-----------|
| Notification of Award | 56 |
| Contract Agreement..... | 57 |
| APPENDICES..... | 59 |

[AEGCL's letter head]

1. Notification of Award

Letter of Acceptance

Supply, erection and commissioning including associated works for strengthening of the bus system at 132kV APM GSS

[date]

To: [Name and address of the Contractor]

This is to notify you that your Bid dated [date] for execution of the [name of the work] against [bid identification number], for the Contract Price in the aggregate of Rupees[amounts in numbers and words] (as per Price Schedule), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the '**Name of work**' covering inter-alia Ex-works Supply and Delivery of all Goods including Related Services.

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

Enclosed: 1) Price schedule
2) Draft Contract agreement

STAMP (Rs. 100, non-Judicial)

2. 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, Bijlee Bhawan, Paltanbazar, Guwahati-781001, Assam and **[name of Contractor]**, a firm/company incorporated under the laws of Company Act, 1956 and having its principal place of business at **[address of Contractor]** (hereinafter called "the Contractor"). **[in case of JV insert name and address of the Lead Partner as well as other Partners]**

WHEREAS AEGCL desires to engage the Contractor to the '**Supply and related services Contract**' covering inter-alia supply of all equipment and materials with related services for the complete execution of '**Supply, erection and commissioning including associated works for strengthening of the bus system at 132kV APM 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 (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 **OR** the date, 15 days from the issue of the LoA/NoA, whichever is earlier.
- 3.2 **Completion Time** (Reference SCC Clause 5.6.2)
The whole works under the scope of this Contract shall be completed within **Twelve (12)** months from Contract Commencement Date.

Article 4. Appendices

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

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

Signed by, for and on behalf of the Purchaser

[Signature]

[Title]

in the presence of

[Signature]

[Title]

Signed by, for and on behalf of the Contractor

[Signature]

[Title]

in the presence of

[Signature]

[Title]

APPENDICES

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

Appendix 1 – Terms and Procedure of Payment

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

Appendix 2 - Time Schedule

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

Appendix 3 - Form of Performance Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

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

Bank's Name:

Address of Issuing Branch or Office:

Email id and phone no for correspondence:

Beneficiary: Managing Director, AEGCL

Name and Address of Purchaser

Bid Security No.:

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

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

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

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

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

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

BG expiry date:

BG claim date:

Bank's seal and authorized signature(s)

NOTE

1. *All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.*
2. *This guarantee shall be valid up to 60 days beyond the Warranty Period as per the Contract.*
3. *For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*
4. **Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.**