

**ASSAM ELECTRICITY GRID CORPORATION LTD.**

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**Bid Identification No. AEGCL/DGM/LA/TCC/Tech-15/2026/70; Dated: 25-05-2026**

**BIDDING DOCUMENT**

For

**Supply of OPGW cable under deposit fund of AGIHF**

**DEPUTY GENERAL MANAGER, LA  
T&C, Comm. CIRCLE, AEGCL,  
NARENGI, GUWAHATI-26**

## SECTION – 1

### INSTRUCTION TO BIDDERS

#### 1.1.0 INTRODUCTION:

The Deputy General Manager, T&C, Comm. Circle, AEGCL, Narengi on behalf of Assam Electricity Grid Corporation Ltd. (AEGCL), hereinafter referred to as AEGCL or Purchaser invites single stage two envelope bids for the following work from eligible manufacturers/firms/companies'/ contractors.

**NAME OF WORK:** Supply of OPGW cable under deposit fund of AGIHF.

#### INTENT OF THE TENDER ENQUIRY:

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

#### 1.2.0 SCOPE OF WORK:

The major scopes of work are as follows: -

- a) Supply of 24 Fibre (DWDM) OPGW fibre optic cable as per latest relevant IS and price schedule at O/o the AGM, LA Communication Division, AEGCL, Kahilipara with necessary OTDR test reports and test reports indicating chromatic dispersion (CD), PMD and Attenuation Profile.

#### 1.4.0 TIME SCHEDULE:

The successful bidder will be expected to complete the supply within **2 (Two) months from the date of acceptance of NOA.**

#### 1.5.0 ESTIMATED VALUE OF WORK:

**Rs. 6,19,947.00 (Rupees Six Lakhs Nineteen Thousand Nine Hundred and Forty-Seven) only incl. taxes and F&I.**

#### 1.6.0 ELIGIBILITY CRITERIA:

##### 1.6.1 ELIGIBLE BIDDERS: -

1. A Bidder may be a private entity or a government-owned entity or any combination of such entity with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium or association.
2. **In the case of a Joint Venture (JV):-**  
When the bidder is a Joint Venture (JV) of two or more firms as partners, all partners shall be jointly and severally liable. The JV shall legally authorize one of the partners as the lead partner for the purpose of submitting the bid, incur liabilities; receive payments and instructions on behalf of the others. A copy of the notarized JV agreement, executed on non-Judicial stamp paper, shall be submitted with the bid. However, in case of successful bid, the agreement shall be signed by all the partners, so as to be legally binding on all the partners. All the partners of the Joint Venture shall be jointly and severally liable for the execution of the contract in accordance with the contract terms
3. A Bidder, and all partners constituting the Bidder, shall have Indian nationality and should comply experience clause 1.6.2.
4. AEGCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Anticorruption Policy of Government of India and Government of Assam. In pursuance

Anticorruption Policy's requirement that Employer as well as bidders, suppliers, and contractors observe the highest standard of ethics. AEGCL will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process.

5. Consequently, all Bidders found to have a conflict of interest shall be disqualified.
6. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: -
  - a) they have controlling partners in common; or
  - b) they receive or have received any direct or indirect subsidy from any of them; or
  - c) they have the same legal representative for purposes of this bid; or
  - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - e) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.
7. A firm that is under a declaration of ineligibility by the AEGCL or any Government Entity or PSU at the date of the deadline for bid submission or thereafter i.e. on or before contract signing date shall be disqualified.
8. Bidders shall provide such evidence of their continued eligibility satisfactory to the AEGCL, as the Employer shall reasonably request.
9. In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
10. The bidder must have experience of execution of work of similar nature previously.
11. The bidder must submit experience and Performance Certificate for scrutiny by AEGCL.
12. A person, Firm or any other prospective bidder who is involved in fraud, unethical practices or barred from submitting bids by AEGCL or any sister concerns of AEGCL i.e. APDCL & APGCL will not be allowed to participate in the bids. If such cases are detected after submission of the bids, in later stages of the bidding process, then such bids will be rejected outright.

**13. The Bidder's offer shall include and substantiate data on qualifying requirements such as:**

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b) Copies of PAN, GST Registration Certificate along with up-to-date return acknowledgement issued under Goods & Services Tax Laws, EPF, ESIC.
- c) Copies of valid Labour License issued by competent authority in the State of Assam or in the State where the bidder's business is registered.
- d) Copies of valid Electrical License for working in 132kV or above transmission lines issued by competent authority in the State of Assam or in the State where the bidder's business is registered or the bidder has to submit a declaration to obtain electrical License post award of the contract.
- e) Reports on the financial standing of the Bidder, such as profit and loss statements and audited annual accounts certified by CA of the company for the last three years including IT return duly acknowledged by the tax department for the last three years.
- f) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- g) The Contractor must furnish their Bank Solvency Certificate to show the bidder's financial position indicating the amount by concerned authority in necessary format as per their banks. The Bank Solvency Certificate should be equal to or after the date of publication of this tender.

- h) Bidder must keep GST liabilities up to date and non-payment of GST liabilities and non-filing of relevant GST return more than 3 (three) months shall be reckoned as GST defaulter and this may be considered a cause for disqualification of a bidder and the bid may be rejected.
- i) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j) The Bidder should also substantiate availability (either owned or leased) of the tools, tackles, spare parts etc. for carrying out the works. (Machinery list)
- k) Name, qualifications of the technical supervisors and staff under the employment of the bidder and organization on hand and proposed to be engaged for the subject work (Authenticated by a Chartered Accountant or sworn through affidavit).
- l) Registered Power of attorney, if any.

#### 1.6.2. EXPERIENCE

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

- i. Bidder must submit **Manufacturer Authorization** for OPGW.
- ii. The OPGW OEM should be pre-approved in AEGCL. The pre-approved GTP should be submitted.
- iii. Proposed manufacturer/ Bidder must have satisfactory operational certificate for the OPGW Supply/Erection in central/ state/ PSU utility.

#### 1.6.3. FINANCIALS:

- i. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. As supporting document, bidder should submit **audited balance sheets** or other financial statements acceptable to the Purchaser, for last 3 (three) financial years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. Apart from audited balance sheet, bidder shall submit duly filled and signed **Form 'FIN-1'** given in Section 2. Using the **'Form LIT – 1'** (Section 2, Bidding Form), bidder shall list all Pending Litigation. All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder's net worth.
- ii. Bidder must have Minimum **Average Annual Turnover (AAT) of Rs.3,10,000.00**. AAT shall be calculated by averaging total certified payments received for contracts in progress or completed, for the last 3 (three) years. The bidder shall furnish, along with its bid, audited balance sheets and duly filled up Form **'FIN-2'** in support of this Clause.
- iii. Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:
  - a) the cash-flow requirement of at least 70% of the work value and
  - b) the overall cash flow requirements for this contract and its current works commitment.
- iv. Bidder must submit duly filled and signed **Form FIN-3 & FIN-4** of section 2 in support of this clause.

#### 1.7.0 SITE VISIT:

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

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

**1.8.0 QUERY ON THE BIDDING DOCUMENT:**

Prospective bidder may submit queries, if felt necessary, requesting clarification of any bid clause. Such queries must be submitted within 5 (Five) working days after the start of bid submission start date to the mailing address **dgmtcc.la@aegcl.co.in**. Purchaser shall clarify to the extent felt necessary or issue corrigendum for any amendment required in the bidding document. Such corrigendum/clarification shall be made available in the official website of AEGCL, [www.aegcl.co.in](http://www.aegcl.co.in) .

**1.9.0 CLARIFICATION OF BIDS:**

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

**1.10.0 DEADLINE FOR SUBMISSION OF BIDS:**

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

**1.11.0 SUBMISSION OF BID:**

The bidder shall submit the techno commercial & price bid at O/o the DGM, LA T&C and Comm. Circle, AEGCL, Narengi.

Bidder must go through the document checklist provided in this bidding document and submit all required document. Bidders are also requested to submit the information in the format provided in this bidding document where applicable.

**1.12.0 BID VALIDITY:**

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

**1.13.0 OPENING OF TECHNO-COMMERCIAL BIDS**

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

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

**1.14.0 EARNEST MONEY DEPOSIT (EMD):**

**1.14.1. EMD amount mentioned in BDS must be submitted along with the techno-commercial bid.** The earnest money will be released to the unsuccessful bidders on finalization of the tenders.

**1.14.2.** The bid security may be forfeited: -

- a) If a Bidder withdraws its bid during the period of bid validity period.
- b) If the successful Bidder fails to sign the Contract within the specified period.
- c) If the successful Bidder fails to furnish a performance security within 15 (fifteen) days' time of issue of
- d) Letter of Intent (LOI) or Work order.

**1.15.0 PRICE BASIS:**

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

**1.16.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS:**

During the evaluation of bids, the following definitions apply:

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

**1.17.0 PRELIMINARY EXAMINATION OF TECHNICAL BIDS:**

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

The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid.

**1.18.0 RESPONSIVENESS OF TECHNO-COMMERCIAL BID:**

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

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

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

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

**1.19.0 EVALUATION OF PRICE BIDS:**

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

- a) The bid price **excluding taxes** as quoted in the Price Schedules.

**Note: As the estimated amount mentioned in the bid is including taxes, the bid price that is quoted in the Price Schedules shall be evaluated with the addition of applicable taxes and the resulting total shall be considered the bidder's final bid price.**

- b) Price adjustment for correction of arithmetical errors.

**Abnormally Low Bids (ALB):-**

The following methodology will be practiced for identification and treatment of the Abnormally Low Bids (ALB) in this tender process of AEGCL:

**A) Identification:** For the identification of the Abnormally Low Bids, two approaches as applicable shall be adopted:

- (i) Absolute Approach when there is fewer than five substantially responsive bidders and if the bid price is 20% or more below AEGCL's cost estimate then AEGCL's tender evaluation committee should clarify the Bid price with the bidder to determine whether the Bid is abnormally low.
- (ii) Relative Approach is a statical comparison method which will be applied when there are more than five nos. of substantially responsive bids. A potential ALB is identified where the low Bid is more than one standard deviation below the average of substantially responsive bids received. In this approach first the Average bid price is determined and then by deducting the standard deviation from the average bid price, potentially ALB may be determined.

**B) In case of ALB, the tender evaluation committee of the respective tenders shall undertake the following three stage review which are as follows:**

- (i) To identify ALB as per the step mentioned in Clause No. 5.(A).(i) and 5.(A).(ii) whichever is applicable.
- (ii) To seek and analyse the clarifications from the abnormally low bidders in terms of resource inputs and pricing, including overheads, contingencies and profit margins. In that respect committee may seek the reference of the guidelines of World Bank, AIB, ADB etc.
- (iii) To decide whether to accept or reject the bid. On acceptance of the bid, whether Additional Performance Security is to be imposed on the bidder supplemented by adequate justification.

**C) In case of acceptance of ALB with Additional Performance Security:**

- (i) If any abnormally low bid is accepted under point 5.B.(iii) with additional performance security, it is to be noted that the total performance security should not exceed 20% of the total contract value.
- (ii) The additional performance security shall be treated as part of the original performance security and shall be valid for a period similar to that applicable for defect liability period of the contract.
- (iii) Non-submission of the additional performance security shall constitute sufficient ground for rejection of the bid and similar assessment shall then be initiated for next ranked bidder if that bidder is also identified as ALB.

**1.20.0 AWARD CRITERIA:**

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

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

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

**1.22.0 NOTIFICATION OF AWARD:**

Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been partially or fully accepted quoting acceptance of the bid. The notification letter (hereinafter called the "Notification of Award") shall specify the sum that the Purchaser will pay the Contractor (hereinafter called "Contract

Price”) in consideration of the execution and completion of the services. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

**1.23.0 PERFORMANCE SECURITY:**

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

**1.24.0 SIGNING OF CONTRACT AGREEMENT:**

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

**Annexure to SECTION 1  
BID DATA SHEET (BDS)**

<b>Name of Work</b>	Supply of OPGW cable under deposit fund of AGIHF
<b>Location of Work</b>	AGM, LA Communication Division, AEGCL, Kahilipara, Guwahati-19.
<b>Bid Identification No.</b>	AEGCL/DGM/LA/TCC/Tech-15/2026/70; Dated: 25-05-2026
<b>Earnest Money Deposit (EMD)</b>	Rs.12,500.00 (Rupees Twelve Thousand and Five Hundred) only
<b>Bid fee</b>	Rs. 1000.00 (Rupees One Thousand) only
<b>Purchase's Address for correspondence</b>	Office of The Deputy General Manager, LA T&C and Comm. Circle, AEGCL, Narengi, Guwahati (Assam)-781026.  E-mail address: <a href="mailto:dgmtcc.la@aeqcl.co.in">dgmtcc.la@aeqcl.co.in</a>
<b>Bid submission mode</b>	Offline
<b>Address for bid opening</b>	Office of The Deputy General Manager, LA T&C and Comm. Circle, AEGCL, Narengi, Guwahati (Assam)-781026.
<b>Key dates</b>	Please refer to NIT

**SECTION-2  
BIDDING FORMS**

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

**Form – 1**

**Document checklist**

<b>Sl. No.</b>	<b>Document to be submitted</b>	<b>Submitted (Yes/No)</b>
1.	Letter of technical bid (Form-2)	
2.	Notarized Power of attorney for the person signing the tender	
3.	Manufacturer's Authorization (stamped by OEM)	
4.	Tender Fee & EMD	
5.	Bidders company / firm registration certificate/certificate of incorporation	
6.	GST registration	
7.	GST return acknowledgement	
8.	PAN	
9.	Filled up Form ELL-1	
10.	Filled up Form LIT	
11.	Filled up Form FIN-1	
12.	Income Tax Return Acknowledgement for last three years	
13.	Audited Balance sheet for last three years	
14.	Bank solvency certificate/certificate/another supporting document	
15.	Filled up Form EXP-1	
16.	Order/Contract copies establishing past experience	
17.	Completion certificate of work executed	
18.	Additional documents if any	

**Note:** Bidders are requested to submit all required documents at O/o the DGM, LA T&C and Comm. Circle, AEGCL, Narengi.

(In bidder's letterhead)

**Form-2**  
**Letter of technical bid**

Date:

To

The Deputy General Manager,  
LA T&C and Comm. Circle, AEGCL,  
Narengi, Guwahati (Assam)-781026.

Bid Identification No:

Sir,

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

**Supply of OPGW cable under deposit fund of AGIHF**

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

Common Seal and Signature of the authorized person:

Name:

Designation:

**Form – 3**

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

Bank Guarantee

(To be stamped in accordance with Stamp Act)

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

Bank's Name:

Address of Issuing Branch or Office:

Email id and phone no for correspondence:

Beneficiary: The Managing Director, AEGCL

Name and Address of Purchaser

Bid Security No.:

We have been informed that . . . . . *[name of the Bidder]*. . . . . (Hereinafter called "the Bidder") intends to submit to you its bid against *Bid ref . . . . . [name of 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 with address*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *amount in figures . . . . . (. . . . . amount in words . . . . .)* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

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

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

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

BG expiry date:

BG claim date:

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

**NOTE**

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

**Form-ELI-1**  
**Bidder's information Sheet**

Sl. No.	Particulars	Bidders' response
1	Bidders name and registered address	
2	Bidders authorized representative, designation and contacts	
3	GST registration no.	
4	Bid validity	180 (One Hundred Eighty) Days

(Signature and common seal)

Name:

Designation:

Date:

**Form – LIT  
Pending Litigation**

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

(Signature and common seal)

Name:

Designation:

Date:

**Form FIN – 1**  
**Average Annual Turnover**

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

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

(Signature and common seal)

Name:

Designation:

Date:

**Form – EXP-1  
EXPERIENCE**

Each Bidder must fill in this form

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

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

(Signature and common seal)

Name:

Designation:

Date:

**SECTION-3**  
**Purchaser's Requirements**

**3.1.0 SCOPE**

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

- a. Supply of 24 Fibre (DWDM) OPGW fibre optic cable as per latest relevant IS and price schedule at O/o the AGM, LA Communication Division, AEGCL, Kahilipara with necessary OTDR test reports and test reports indicating chromatic dispersion (CD), PMD and Attenuation Profile.

**3.2.0 STANDARDS**

The following standards and codes shall be generally applicable to the equipment and Works supplied under this Contract:

1. American Society for Testing and Materials ASTM-B415, ASTM-D1248, ASTM D3349.
2. ITU-T/CCITT Recommendations G.650, G.652, G.653, G.655.
3. Institute of Electrical and Electronics Engineers IEEE-812, 1138-1994, IEEE-524, IEEE-828 & 830 and latest amendment of IEEE 1138.
4. Electronic Industries Association, EIA-455-3, 455-25A, 455-31B, 455-32, 455-41, 455-91, 455-78, 455- 59, 455-80, 455-81, 455-169, 455-81, EIA RS 598
5. International Electro technical Commission standards, IEC -1396 and IEC - 1089.
6. International Electro technical Commission standards, IEC 61395, IEC 793-1, 793-2, 794-1, 794-2, IEC-529, IEC 60794-1-2, IEC 60794-4-10.

Specifications and codes shall be the latest version, inclusive of revisions, which are in force at the date of the contract award. Where new specifications, codes, and revisions are issued during the period of the contract, the Bidder shall attempt to comply with such, provided that no additional expenses are charged to the Owner without Owner's written consent.

**3.3.0 SERVICE CONDITIONS**

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

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

**3.4.0 OPGW DESIGN**

The bidder must submit a signed and stamped GTP from the manufacturer and must ensure the below-

- i. Proposed OPGW to be a Stainless-Steel Tube Design.
- ii. Ultimate Tensile Strength and Short Circuit Current (1s) of OPGW should be as per pre-approved AEGCL's procurement.

**3.5.0 STANDARDS**

3.5.1 The equipment covered under this bidding document shall, unless otherwise stated be designed, constructed and tested in accordance with the latest revisions of relevant Indian Standards and shall conform to the

regulations of local statutory authorities. In case of any conflict between the standards and this specification, this specification shall govern.

- 3.5.2 Equipment conforming to other international or authoritative Standards which ensure equivalent or better performance than that specified under Clause 3.6.0 above shall also be accepted. In that case relevant extracts of the same shall be forwarded with the bid.

### **3.6.0 ENGINEERING DATA**

3.6.1 The furnishing of engineering data by the Contractor shall be in accordance with the Bidding Document. The review of these data by the Employer will cover only general conformance of the data to the specifications and not a thorough review of all dimensions, quantities and details of the materials, or items indicated or the accuracy of the information submitted. This review by the Employer shall not be considered by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications.

3.6.2 All engineering data submitted by the Contractor after review by the Employer shall or part of the contract document.

### **3.8.0 DRAWINGS AND DOCUMENTS FOR APPROVAL**

3.8.1. All necessary drawings and documents required for completion of the project is to be submitted by the contractor for approval. The drawings provided with bid (if any) are for indicative purpose only and fresh drawings are to be prepared by the contractor as per actual site condition after survey. The drawings and documents are to be approved by AEGCL before procurement or commencement of work.

3.8.2 All drawings submitted by the Contractor including those submitted at the time of Bid shall be with sufficient detail to indicate the type, size, arrangement, dimensions, material description, Bill of Materials, weight of each component break-up for packing and shipment, fixing arrangement required, the dimensions required for installation and any other information specifically requested in these specifications.

3.8.3 Each drawing submitted by the Contractor shall be clearly marked with the name of the Employer, the specification title, the specification number and the name of the Project. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be to the scale and in S.I. units.

3.8.4 **The drawings submitted for approval to the Employer shall be in quadruplicate.** One print of such drawings shall be returned to the Contractor by the Employer marked "approved/approved with corrections". The contractor shall there upon furnish the Employer additional prints as may be required along with one reproducible in original of the drawings after incorporating all corrections.

3.8.5 The Contractor shall perform the work strictly in accordance with these drawings and no deviation shall be permitted without the written approval of the Employer, if so required.

3.8.6 All manufacturing, fabrication and erection work under the scope of Contractor prior to the approval of the drawings shall be at the Contractor's risk. The contractor may make any changes in the design which are necessary to conform to the provisions and intent of the contractor and such changes will again be subject to approval by the Employer.

3.8.7 The approval of the documents and drawings by the Employer shall mean that the Employer is satisfied that:

- a) The Contractor has completed the part of the Works covered by the subject document (i.e. confirmation of progress of work).
- b) The Works appear to comply with requirements of Specifications.

3.8.8 In no case the approval by the Employer of any document does imply compliance with neither all technical requirements nor the absence of errors in such documents. If errors are discovered any time during the validity of the contract, then the Contractor shall be responsible of their consequences.

3.8.9 For equipment and items in the scope of supply:

- a) General arrangement drawing with full dimensions.
- b) Electrical schematic diagram, where applicable.

- c) Wiring diagram, where applicable.

All Designs/Drawings/Calculations/Data submitted by the contractor, from time to time shall become the property of the Employer and Employer has the right to use or replicate such designs for future contracts / works without the permission of the Contractor. The Employer has all rights to use/ offer above designs/drawings/data sheets to any other authority without prior Permission of the Contractor.

### **3.9.0 EMPLOYER'S SUPERVISION**

- 3.9.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the Contract that all matters and questions shall be resolved in accordance with the provisions of this document.
- 3.9.2 The manufacturing of the product shall be carried out in accordance with the specifications. The scope of the duties of the Employer, pursuant to the contract, will include but not be limited to the following:-
  - a) Interpretation of all the terms and conditions of these Documents and Specifications.
  - b) Review and interpretation of all the Contractors drawings, engineering data etc.
  - c) Witness or authorize his representative to witness tests at the manufacturer's works or at site, or at any place where work is performed under the contract.
  - d) Inspect, accept or reject any equipment, material and work under the Contract, in accordance with the Specifications.
  - e) Issue certificate of acceptance and/or progressive payment and final payment certificate.
  - f) Review and suggest modification and improvement in completion schedules from time to time, and
  - g) Supervise the Quality Assurance Programme implementation at all stages of the works.

### **3.10.0 INSPECTION AND INSPECTION CERTIFICATE**

- 3.10.1 The Employer, his duly authorized representative and/or outside inspection agency acting on behalf of the Employer shall have, at all reasonable times, access to the premises and works of the Contractor and their sub-contractor(s)/sub-vendors and shall have the right, at the reasonable times, to inspect and examine the materials and workmanship of the product during its manufacture.
- 3.10.2 All routine and acceptance tests whether at the premises or works of, the Contractor or of any Sub Contractor, the Contractor except where otherwise specified shall carry out such tests free of charge. Items such as labour, materials, electricity, fuel, water, stores apparatus and instruments as may be reasonably demanded by the Employer/inspector or his authorized representative to carry out effectively such tests in accordance with the Contract shall be provided by the Contractor free of charge.
- 3.10.3 If desired by the Employer, the Contractor shall also carry out type tests as per applicable Standards for which Employer shall bear the expenses except in cases where such tests have to be carried out The Contractor is required to quote unit rates of type test charges in a separate Schedule (if such schedule is provided in the Bidding Document) in pursuance to this Clause. However, these type test charges shall not be taken into account in comparing Price Bid.
- 3.10.4 The inspection by Employer and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Contractor in respect of the agreed Quality Assurance Programme forming a part of the Contract.

### **3.11.0 TESTS**

- 3.11.2 The type, acceptance and routine tests and tests during manufacture to be carried-out on the material and equipment shall mean as follows:
  - a) Type Tests shall mean those tests, which are to be carried out to prove the process of manufacture and general conformity of the material to this Specification. These tests shall be carried out on samples prior to commencement of commercial production against the order. The Bidder shall indicate his schedule for carrying out these tests.
  - b) Acceptance Tests shall mean those tests, which are to be carried out on samples taken from each lot offered for pre-dispatch inspection, for the purposes of acceptance of that lot.

- c) Routine Tests shall mean those tests, which are to be carried out on the material to check requirements, which are likely to vary during production.
  - d) Tests during Manufacture shall mean those tests, which are to be carried out during the process of manufacture and end inspection by the Contractor to ensure the desired quality of the end product to be supplied by him.
  - e) The norms and procedure of sampling for these tests will be as per the Quality Assurance Programme to be mutually agreed to by the Contractor and the Employer.
- 3.11.2 The standards and norms to which these tests will be carried out are specified in subsequent Sections of this Specification. Where a particular test is a specific requirement of this Specification, the norms and procedure of the test shall be as specified or as mutually agreed to between the Contractor and the Employer in the Quality Assurance Programme.
- 3.11.3 For all type and acceptance tests, the acceptance values shall be the values specified in this Specification or guaranteed by the Bidder or applicable Standards, as applicable.
- 3.12.0 TYPE TEST REPORTS**
- 3.12.1 Materials, which have never been tested for critical performance, shall not be accepted. In such cases, a promise or agreement by a bidder to have the equipment tested after award of a contract is not acceptable.
- 3.12.2 All Bids must be accompanied by the Type Test Certificates of materials offered (refer Clause 3.13.5 below). Such type test certificates shall be acceptable only if:-
- a) Tests are conducted in an independent testing laboratory with NABL accreditation, or
  - b) Tests are conducted in manufacturer's own laboratory.
- In case of (a) the laboratory must have NABL accreditation; and
- In case of (b) tests have been witnessed by technically qualified representatives of earlier clients or purchaser.
- 3.12.3 Test reports to be acceptable must be related directly to the equipment offered i.e. it is fully identical in design, rating and construction with the equipment for which the type test certificates have been submitted. Test reports for higher class (by capacity/voltage etc.) of equipment are acceptable with commitment to perform the type tests free of any charge on the particular equipment after the award of contract.
- 3.12.4 Type Test Reports older than ten (10) years on the date of technical bid opening shall not be accepted.
- 3.13.0 GUARANTEED TECHNICAL PARTICULARS**
- 3.13.1 The Guaranteed Technical Particulars of the various items shall be furnished by the Bidders with the Technical Bid in the prescribed Schedules of the bidding document. The Bidder shall also furnish any other information's as in their opinion is needed to give full description and details to judge the item(s) offered by them.
- 3.13.2 The data furnished in Guaranteed Technical Particulars should be the minimum or maximum value (as per the requirement of the specification) required. A Bidder may guarantee a value more stringent than the specification requirement. However, for testing purpose or from performance point of view, the material shall be considered performed successfully if it achieves the minimum/ maximum value required as per the technical specification. No preference what so ever shall be given to the bidder offering better/more stringent values than those required as per specification except were stated otherwise.
- 3.14.0 MATERIALS HANDLING AND STORAGE**
- 3.14.1 All the supplies under the Contract as well as Employer supplied items (if any) arriving at site shall be promptly received, unloaded and transported and stored in the stores by the Contractor.
- 3.14.2 Contractor shall be responsible for examining all the shipment and notify the Employer immediately of any damage, shortage, discrepancy etc. for the purpose of Employer's information only. The Contractor shall submit to the Employer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/or in storage and erection at site.

Any demurrage, and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.

- 3.14.3 The Contractor shall maintain an accurate and exhaustive record-detailing out the list of all items received by him for the purpose of erection and keep such record open for the inspection of the Employer.
- 3.14.4 All items shall be handled very carefully to prevent any damage or loss. The materials stored shall be properly protected to prevent damage. The materials from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such materials at Site.
- 3.14.5 All the materials stored in the open or dusty location must be covered with suitable weather-proof and flameproof covering material wherever applicable.
- 3.14.6 The Contractor shall be responsible for making suitable indoor storage facilities, to store all items/materials, which require indoor storage.
- 3.14.7 The Contractor shall have total responsibility for all equipment and materials in his custody, stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

**SECTION 4**  
**General Conditions of Supply and Erection of AEGCL**

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

## SECTION 5 Special Conditions of Contract

### 5.1.0 DEFINITION OF TERMS

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

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

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

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar month.

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

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

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

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

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

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

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

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

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

### 5.2.0 CONTRACT DOCUMENTS

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

### 5.3.0 LEGAL JURISDICTION

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

### 5.4.0 LANGUAGE

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

### 5.5.0 SCOPE OF WORK

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

5.5.2. **Unless otherwise stipulated in expressly limited in the Purchaser’s Requirements, the Scope of Work/Supply shall include all such items not specifically mentioned in the Contract but that can be**

**reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.**

**5.6.0 TIME OF COMPLETION**

- 5.6.1. Contract completion period shall be counted from contract commencement date. Completion of the work shall be within **2(Two) months** from NOA/Contract commencement as per Bid Clause 1.4.0.
- 5.6.2. The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Article 3 of the Contract Agreement (Contract Forms) or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.14.0** hereof.

**5.7.0 CONTRACT PRICE**

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

**5.8.0 TERMS OF PAYMENT**

- 5.8.1. The contract price shall be paid as specified in subsequent sub-clauses, if not provided in Contract Forms, Section-6.
- 5.8.2. The terms of payment for the works shall be as follows
- i. **For Supply:** Within 60(Sixty) days from the date of submission of invoice against supply, 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.
  - ii. Maximum 8 (eight) Nos. of progressive supply invoices would be entertained.
  - iii. Remaining 40% (Forty Percent), retention amount would be released subject to fulfilment of the following conditions-
    - a) 50% (Fifty Percent) 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.
- 5.8.3. Documents required along with invoice: Following documents need to be submitted along with invoice –
- (i) Application for payment
  - (ii) Contractor's invoice showing LOA reference, Goods description, quantity dispatched, unit reclamation price, total amount (6 Copies)
  - (iii) Packing List (for supply)
  - (iv) Railway receipt/ LR (For supply)
  - (v) Manufacturer's guarantee certificate of Quality (For supply)
  - (vi) Insurance certificate (For supply)
  - (vii) Physical verification certificate of material received at site by Purchaser/Purchaser's site representative (For supply).
  - (viii) Work completion certificate (for erection and stringing work)
- 5.8.4. **ADVANCE PAYMENT**  
No advance payment is applicable for this contract.

**5.9.0 PERFORMANCE SECURITY DEPOSIT**

- 5.9.4. The successful bidder shall have to deposit to the extent of **10% (Ten percent) of the Contract price** as performance security (Bank Guarantee), within fifteen (15) days of receipt of notification of award, duly pledged

in favor of the Managing Director, AEGCL and such security deposits shall be valid up to 60(sixty) days beyond the warranty period as per **clause 5.11.3**.

- 5.9.5. If the Contractor fails or neglects to observe, perform any of his obligations under the contract, it will be lawful for the "Purchaser" to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the Contractor.
- 5.9.6. No interest shall be payable on such deposits.

#### **5.10.0 RETENTION MONEY**

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

#### **5.11.0 WARRANTY**

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

#### **5.12.0 QUANTITY VARIATION**

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

#### **5.13.0 FORCE MAJEURE**

- 5.13.1. "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
  - (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
  - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
  - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority

- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
  - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
  - (f) shortage of labor, materials or utilities were caused by circumstances that are themselves Force Majeure.
- 5.13.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 5.13.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 5.14.0**.

#### **5.14.0 EXTENSION OF TIME FOR COMPLETION**

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

#### **5.15.0 LIQUIDATED DAMAGE**

- 5.15.1. The Contractor guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 5.6.2**, or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.14.0** hereof.
- 5.15.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.14.0**, the Contractor shall pay to the Purchaser liquidated damages at the rate of **1% (one percent)** of the total Contract Price per week or part thereof delay. The aggregate amount of such liquidated damages shall in no event exceed **10% (ten percent)** of the total contract price. However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Contract.
- 5.15.3. Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Purchaser may consider following actions:
- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the Contractor; or
  - (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor and forfeit the security deposit.
  - (c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 5.16.0**.

#### **5.16.0 CONTRACTUAL FAILURE**

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

#### **5.17.0 ARBITRATION**

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

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

## **SECTION 6 - Contract Forms**

**This Section contains the format for 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.**

STAMP (Rs. 100, Non-Judicial)

**1. Contract Agreement**

(Supply and related services Contract)

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

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

WHEREAS AEGCL desires to engage the Contractor to the 'Ex-works Supply Contract' (also referred to as the 'First Contract') covering inter-alia supply of all equipment and materials for the complete execution of "**Supply, Erection & Installation of OPGW against the work of height raising works at 132kV D/C Kahilipara-Rangia and 132kV Sishugram-PBSL Transmission line against APWD bridge at North Ghy**" as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1**

**Contract Documents**

1.1 **Contract Documents** (Reference SCC Clause 5.2.0)

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

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

1.2 **Order of Precedence** (Reference SCC Clause 5.2.0)

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

1.3 **Definitions** (Reference SCC Clause 5.1.0)

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

**Article 2  
Contract Price and  
Terms of Payment**

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

**Article 3  
Commencement Date  
and Completion Time**

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

**Article 4. Appendices**

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

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

Signed by, for and on behalf of the  
Purchaser

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

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

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

**Bank's Name:**

**Address of Issuing Branch or Office:**

**Email id and phone no for correspondence:**

**Beneficiary: AEGCL, Guwahati  
Name and Address of Purchaser**

**Bid Security No.:**

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

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

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

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

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

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

BG expiry date:

BG clam date:

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

**NOTE**

1. *All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.*
2. *This guarantee shall be valid upto 90 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.**