

**BIDDING DOCUMENT
FOR**

**“Supply of one no. of 200MVA, 220/132 kV Three Phase Auto
Transformer and Related Services at 220/132 KV Rangia GSS, AEGCL
(Phase-II)”**

ASSAM ELECTRICITY GRID CORPORATION LIMITED



Volume-I

**Bid Identification No:
AEGCL/MD/TECH-1218/2025-26/BID(R-PART-1)_R**

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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.

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Section 1 - Instructions to Bidders

1.0. General

1.1. Scope of Bid

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 Design, Engineering, Manufacture, Assembly, Inspection, Testing at Manufacturer's Works before Dispatch, Packing, Supply, Delivery at Site, Including Insurance During Transit, supervision of Erection, Testing and Commissioning of New Transformer in the existing Rangia GSS and related works, 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.

1.1.2. Unless otherwise stated, throughout this Bidding Document definitions of terms shall be as prescribed in **Section 5** (Special Conditions of Contract).

1.2. Eligible Bidders

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. When the bidder is a Company, the company registration document along with Memorandum of Association should be submitted. 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.

1.2.2 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. Registered JV agreement shall be submitted when asked by the Purchaser. 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. **(Joint Venture is not allowed to participate in this bidding).**

1.3 Contents of Bidding Document

1.3.1 Sections of Bidding Document

1.3.1.1 The Bidding Document consists of following six sections, and should be read in conjunction with any Addenda issued in accordance with ITB **Clause 1.3.3**.

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, 2009 of AEGCL"

(This section is supplied separately)

Section 5- Special Conditions of Contract (**SCC**)

Section 6 - Contract Forms (**COF**)

1.3.1.2 The completed Section 6 shall constitute "the Contract".

1.3.1.3 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

1.3.1.4 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.

1.3.1.5 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.

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

1.3.2.1 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 1.3.2.4**. 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 1.3.1.4**, 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 1.3.3** and **ITB Clause 1.5.2.2**.
- 1.3.2.2 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.
- 1.3.2.3 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.
- 1.3.2.4 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.
- 1.3.2.5 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.
- 1.3.2.6 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 1.3.1.4**. 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 1.3.3** and not through the minutes of the pre-bid meeting.
- 1.3.2.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 1.3.3 **Amendment of Bidding Document**
- 1.3.3.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 1.3.3.2 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 1.3.1.4**.
- 1.3.3.3 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 1.5.2.2**.
- 1.4 **Preparation of Bids**
- 1.4.1 **Cost of Bidding**
- 1.4.1.1 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.
- 1.4.2 **Language of Bid**
- 1.4.2.1 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.
- 1.4.3 **Documents Comprising the Bid**
- 1.4.3.1 The Bid shall comprise two envelopes submitted simultaneously, one called the '**Technical Bid**' containing the documents listed in **ITB Clause 1.4.3.2** and the other the '**Price Bid**' containing the documents listed in **ITB Clause 1.4.3.3**, **both envelopes must be submitted online through e-tendering portal <http://assamtenders.gov.in>**.
- 1.4.3.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security, in accordance with **ITB Clause 1.4.10**;

- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB Clause 1.4.11.2**;
 - (d) Notarized JV Agreement, if bidder is a JV in accordance with **ITB Clauses 1.2.2 and 1.4.11.3** (*Joint Venture is not allowed to participate in this bidding*);
 - (e) Documentary evidence in accordance with **ITB Clause 1.4.5** 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 1.4.6** that the plant and services offered by the Bidder conform to the Bidding Document;
 - (g) Documents as called for in **ITB Clauses 1.2.1 and 1.2.2**;
 - (h) List of manufacturer/subcontractors, in accordance with **ITB Clauses 1.4.7.1**;
 - (i) Any other document required in the **BDS**.
- 1.4.3.3 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 1.4.4 and 1.4.8**; and
 - (c) any other document required in the **BDS**
- 1.4.4 **Letter of Bid and Schedules**
- 1.4.4.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under **ITB Clause 1.4.3**, 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.
- 1.4.5 **Documents Establishing the Eligibility and Qualifications of the Bidder**
- 1.4.5.1 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).
- 1.4.6 **Documents Establishing Conformity of the Plant and Services**
- 1.4.6.1 The documentary evidence of the conformity of the plant 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 plant and services, including the functional guarantees of the proposed plant and services, in response to the Specification;
 - (b) A commentary on the Purchaser's Specification and adequate evidence demonstrating the substantial responsiveness of the plant and services 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.
- 1.4.7 **Subcontractors**
- 1.4.7.1 For major items of plant & equipment and services as listed by the Purchaser in Appendix 2 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and addresses of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Purchaser for these items. Bidders are free to list more than one Subcontractor against each item of the plant and services. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 1.4.7.2 The Bidder shall be responsible for ensuring that any plant or services to be provided by the Subcontractor comply with the requirements of **ITB Clause 1.4.5.1**. In addition, the bidder is to take prior approval for subcontractors at the time of detail engineering if the subcontractor is other than the specified vendor in the bid.
- 1.4.8 **Bid Prices and Discounts**
- 1.4.8.1 Unless otherwise specified in the **BDS** and/or Section 3 (Purchaser's Requirements), bidders shall quote for the entire plant & equipment 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 and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant 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.
- 1.4.8.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. No deviation in this regard, shall be accepted.
- 1.4.8.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 2 (Bidding Forms). Separate numbered Schedules included in Section 2 (Bidding Forms) shall be used for each of the following elements. The total amount from each Schedule (1, 2 & 2A) shall be summarized in a Grand Summary (Schedule 3) giving the total bid price(s) to be entered in the Bid Form.
- | | |
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| Schedule No. 1: | Supply of Equipment |
| Schedule No. 2: | Installation and Other Services (Supervision of Erection, Testing & Commissioning) |
| Schedule No. 2A: | Freight & Insurance |
| Schedule No. 3: | Grand Summary |
- 1.4.8.4 In the Schedules, bidders shall give the required details and a breakdown of their prices as called for in these Schedules.
- 1.4.8.5 Installation and other Services shall be quoted in Schedule No. 2 shall include prices for all labor, contractor's equipment, temporary works, construction or other materials/ minor items not specified in Schedule-1, consumables and all other matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services.
- 1.4.8.6 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).
- 1.4.9 **Period of Validity of Bids**
- 1.4.9.1 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.
- 1.4.9.2 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 1.4.10**, 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.
- 1.4.10 **Bid Security**
- 1.4.10.1 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**.
- 1.4.10.2 The bid security shall be a demand guarantee, in the forms 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 1.4.9.2**.

- 1.4.10.3 Bids not complying with **ITB Clause 1.4.10.1** and **ITB Clause 1.4.10.2**, shall be rejected by the Purchaser as **non-responsive**.
- 1.4.10.4 The bid security of the successful Bidder shall be returned (without any interest) as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 1.4.10.5 The bid security of unsuccessful Bidders shall be returned (without any interest) as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to **ITB Clause 1.6.4**.
- 1.4.10.6 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 1.4.9.2** or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with **ITB Clause 1.6.1**; or
 - (ii) furnish a performance security in accordance with **ITB Clause 1.6.2**.
- 1.4.11 **Format and Signing of Bid**
- 1.4.11.1 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 1.4.3** and
- 1.4.11.2 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.
- 1.4.11.3 A bid submitted by a JV shall be signed so as to be legally binding on all partners. (Joint Venture is not allowed to participate in this bidding).
- 1.4.11.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 1.5 **Submission and Opening of Bids**
- 1.5.1 **Online Submission of Bids**
- 1.5.1.1 The technical as well as Price bid should be submitted through online portal only in accordance **ITB 1.5.1.2**.
- 1.5.1.2 For technical bid, all forms and supporting documents as required by **ITB clause 1.4.3** and duly signed and stamped as per ITB clause 1.4.11 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.
- 1.5.1.3 The Price Bid must be submitted in the Price Schedule provided on the e-tendering portal as per the online format.
- 1.5.2 **Deadline for Submission of Bids**
- 1.5.2.1 Bid shall be received **ONLINE** on or before the date and time in the BDS.
- 1.5.2.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB Clause 1.3.3**, 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.
- 1.5.3 **Late Bids**
- 1.5.3.1 E-tendering portal shall allow bidders to submit bids up to the date and time specified in **ITB clause 1.5.2** as per server time. However, bidders are advised to submit their bids well in advance of the deadline for submission of bids to avoid any last moment difficulties.
- 1.5.4 **Withdrawal, Substitution, and Modification of Bids**
- 1.5.4.1 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 1.4.11.2**. Notices must be received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause 1.5.2**.
- 1.5.4.2 Bids requested to be withdrawn in accordance with **ITB Clause 1.5.4.1** shall not be opened and bid security BG shall be returned.
- 1.5.4.3 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.
- 1.5.5 **Bid Opening**

- 1.5.5.1 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.
- 1.5.5.2 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.
- 1.5.5.3 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.
- 1.5.5.4 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.
- 1.5.5.5 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.
- 1.5.5.6 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.
- 1.5.5.7 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.
- 1.5.5.8 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.
- 1.5.6 **Confidentiality**
- 1.5.6.1 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.
- 1.5.6.2 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.
- 1.5.6.3 Notwithstanding **ITB Clause 1.5.6.2**, 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.
- 1.5.7 **Clarification of Bids**
- 1.5.7.1 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. 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, in accordance with **ITB Clause 1.5.14**.
- 1.5.7.2 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.

1.5.8 **Deviations, Reservations, and Omissions**

1.5.8.1 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.

1.5.9 **Preliminary Examination of Technical Bids**

1.5.9.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in **ITB Sub-Clause 1.4.3.2** 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**.

1.5.9.2 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;
- d) Notarized JV Agreement, if bidder is a JV (**Joint Venture is not allowed to participate in this bidding**) and:
- e) Technical Proposal in accordance with **ITB 1.4.7**.

Bidder should submit hard copies of the documents mentioned above in (a), (b), and (c) 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.

1.5.10 **Responsiveness of Technical Bid**

1.5.10.1 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 1.4.3**.

1.5.10.2 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.

1.5.10.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with **ITB Clause 1.4.7**, Technical Proposal, in particular to confirm that all requirements of Section 3 (Purchaser's Requirements) have been met without any material deviation or reservation.

1.5.10.4 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.

1.5.11 **Nonmaterial Nonconformities**

1.5.11.1 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.

1.5.11.2 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.

1.5.11.3 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)**.

1.5.12 **Detailed Evaluation of Technical Bids**

1.5.12.1 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)**.

1.5.13 **Eligibility and Qualification of the Bidder**

1.5.13.1 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)**.

1.5.13.2 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 1.4.5**.

1.5.13.3 ***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.***

1.5.13.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with **Appendix to ITB-2 (Evaluation and Qualification Criteria)**. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding **Appendix to the Contract Agreement** shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

1.5.14 **Correction of Arithmetical Errors**

1.5.14.1 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, 2A and 2B and the amount given in Schedule No. 3 (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.

1.5.14.2 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.***

1.5.15 **Evaluation of Price Bids**

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

1.5.15.2 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 1.5.14.1**; and
- c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).

1.5.15.3 If price adjustment is allowed in accordance with **ITB Clause 1.4.8.6**, 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.

1.5.16 **Comparison of Bids**

1.5.16.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with **ITB Clause 1.5.15.2**.

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

- 1.5.17.1 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.
- 1.5.17.2 **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 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

- 1.6.5 Within ten (10) 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 – 4, Section 6 (Contract Forms)**, or another form acceptable to the Purchaser.
- 1.6.6 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	The Purchaser is: Assam Electricity Grid Corporation Limited The name of the Bid is: Supply of one no. of 200MVA, 220/132 kV Three Phase Auto Transformer and Related Services at 220/132 KV Rangia GSS, AEGCL (Phase-II) The identification number of Bid: AEGCL/MD/TECH-1218/2025-26/BID(R-PART-1)_R Destination Substation: 220/132 kV Rangia GSS, Assam
ITB 1.3.2.1	For clarification purposes only, the Purchaser's address is: Attention: AGM-VI (NEAP, PP&D), O/o The Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar, Floor/Room number: First Floor City: Guwahati, PIN Code: 781001, Country: India Telephone: +91 361 2739520, Facsimile number: +91 361 2739513 Electronic mail address: cgm.ppd@aegcl.co.in/ neap.cell@aegcl.co.in (Subject: Supply of one no. of 200MVA, 220/132 kV Three Phase Auto Transformer and Related Services at 220/132 KV Rangia GSS, AEGCL (Phase-II))
ITB 1.3.2.4	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.
ITB 1.4.3.2(i)	The Bidder shall submit with its Technical-Commercial Bid the following additional documents: 1. GTP and drawings as per requirement in clause 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24 (Section-3, Volume-II) 2. Type test reports as per requirement in clause 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24 (Section-3, Volume-II) 3. Relevant Test Report / Certificate against clause No. 3.17.4.0 (ii) (Section-3, Volume-II) 4. Annexure-C, Schedule-2 & Schedule-3 under clause 3.17 (Section-3, Volume-II) 5. Method Statement as per clause 3.7.3.7 (Section-3, Volume-II) (All documents mentioned as per Form-A: Document Checklist at Section- 2 have to be submitted with the Techno-Commercial Bid)
ITB 1.4.8.1	Unless otherwise specifically indicated in the Section 3 (Purchaser's Requirements), bidders shall quote for the entire plant and services on 'single responsibility basis'
ITB 1.4.8.6	The prices quoted by the Bidder shall be ADJUSTABLE for entire period of the Contract in accordance with Price Variation (PV) given below: Price Variation a) The PV is applicable only for BoQ Sl. no. 1.01 of Supply Schedule for "Supply of 200 MVA, 220/132 kV (with or without tertiary) three Phase Auto Transformers (without transformer Oil) with all fittings and accessories as specified including cost of all routine tests including loading and unloading at site", in accordance with the latest IEEMA PV Circular. b) The Tenderers are requested to Quote the Prices on Variable Price Basis for BoQ Sl. no. 1.01 of Supply Schedule in accordance to the Price Variation Formula published by IEEMA PVC. The quoted prices shall be Free Delivery by Road Transport to AEGCL stores/sites anywhere in Assam. c) A ceiling/capping of 15% on positive price variation shall apply, while no ceiling/capping shall apply on negative price variation. d) The following conditions shall govern payment of price variation: i. For the purpose of the Price Variation Formula, the Base Date Indices shall be the IEEMA indices prevailing 30 (thirty) days prior to the deadline for submission of the tender. The Applicable Date Indices shall be the IEEMA indices prevailing 60 (sixty) days prior to the date of the final inspection call. The Price Variation shall be calculated as per IEEMA PV Formula and monthly indices published by IEEMA. ii. Price variation shall be applicable only during the contractual delivery period. No

	upward price adjustment shall be allowed for delays attributable to the supplier; however, any decrease in price during the delayed period shall be applicable. iii. No price variation shall be allowed beyond the original contract completion date. Any decrease in prices during the delayed period shall accrue to the purchaser. iv. If the calculated price variation is positive, it shall be paid to the contractor. If negative, it shall be recovered/adjusted by the utility from the contractor. v. No price variation shall be allowed on the freight and insurance component of FOR destination prices. vi. The supplier shall submit PV bills (Negative / Positive) along with supporting documents, relevant IEEMA circulars and sheet generated from IEEMA online PV calculator together with the bills for payment. In the event that the applicable IEEMA index is not published for the month corresponding to the applicable date for price variation, the latest published index immediately preceding such month shall be adopted for the purpose of calculation of price variation.
ITB 1.4.9.1	The bid validity period shall be 180 (one hundred eighty) days
ITB 1.4.10.1	The Bidder shall furnish a bid security in the amount of Rs. 49,08,134.00.
ITB 1.4.11.1	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.
ITB 1.4.11.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Notarized Power of Attorney.
ITB 1.5.2.1	For bid submission purposes only, the Purchaser's address is (e-Tenders shall be accepted through online portal only) Attention: The Chief General Manager (PP&D), O/o of the Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar, Floor/Room number: First Floor City: Guwahati, PIN Code: 781001 The deadline for bid submission is Date: 16.09.2026, Time:14.00 Hours
ITB 1.5.5.1	The bid opening of Technical Bids shall take place at: <u>O/o The Chief General Manager (PP&D), AEGCL, 1st Floor, Bijulee Bhawan, Paltanbazar, Guwahati-01</u> Date: 18.09.2026, Time:14.00 Hours

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 1.5.12 and ITB 1.5.13, 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).

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1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 1.5.12.1 (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 1.5.10.2, 1.5.10.3, 1.5.10.4, 1.5.11.1, 1.5.11.2, 1.5.11.3, 1.5.12.1(a) and 1.5.14.

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 **18 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 1.2	Must meet requirement	Not applicable	Not applicable	Not applicable	Required documents as per ITB Sub-Clause 1.2
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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	Not applicable	Not applicable	Not applicable	Form LIT - 1

2.3 Financial Situation

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

2.3.1 Historical Financial Performance

Submission of audited balance sheets or other financial statements acceptable to the Purchaser, for the 3 (three) financial years, i.e., 2022-23, 2023-24 and 2024-25, 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	Not applicable	Not applicable	Form FIN - 1 with attachments
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2.3.2 Average Annual Turnover

Minimum average annual turnover of Rs.7,36,21,997.00 calculated as total certified payments received for contracts in progress or completed, within the 3 financial years, i.e., 2022-23, 2023-24 and 2024-25. Financial Statements for 3 (three) financial years, i.e., 2022-23, 2023-24 and 2024-25 will be considered for calculation of turnover (should be CA/CMA certified).	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN - 2
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2.3.3 Financial Resources

Using Forms FIN-3 and FIN-4, Section 4 (Bidding Forms), the bidder must demonstrate that the financial resources of bidder, defined in FIN-3, less the bidder's financial obligations for its own current contract commitments defined in FIN-4, meet or exceed the total requirement of Rs.2,04,50,555.00 . The 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 the cash-flow requirement, in the prescribed format of ICAI (CA Certified).	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN - 4
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2.4 Experience

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

2.4.1 General Experience

Experience as a Contractor/Partner in a JV/Manufacturer/Subcontractor/Channel Partner in the supply of Power Transformers of 220kV and/or above for at least last five (5) years prior to the 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	Not applicable	Not applicable	Not applicable	Form EXP - 1
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2.4.2 Specific Experience

Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements
The Bidder or if the bidder is not a manufacturer, his supplier must have designed, manufactured, and supplied at least five (05) Auto/Power transformers of 220kV or higher voltage class which are in successful operation for at least 03 (three) years. The Bidder should furnish a list of such works executed along with Client's Recent Performance Certificates to substantiate the requirement of this clause. <i>(If Bidder is a manufacturer or proposes to appoint subcontractor for supply of equipment listed in Clause 2.5, he or his subcontractor must also meet the requirements of the clause 2.5).</i>	Must meet requirement	Not applicable	Form EXP – 2

(Performance certificates should be recent & must not be older than 3 (three) years as on the date of technical bid opening).

NOTE: The bidder complying the above requirement must submit with the bid Manufacturer's authorization (duly notarised), using the form provided in Section 2 (Bidding Forms), showing that the Bidder has been duly authorized by the manufacturer of the related plant and equipment or component to supply that item in the Employer's establishment and execute related services as per bid requirement. However, supervision during erection, testing and commissioning has to be done by OEM only. The Bidder is responsible for ensuring that the manufacturer complies with the requirements of bidding document and meets the minimum criteria listed above for that item.

2.5 Subcontractor/Manufacturers

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	Tap changer	The Bidder or if the Bidder is not a manufacturer of listed items his supplier,
2	Transformer Oil	

3.	220,132, 33 & 11 kV Bushings	must have designed, manufactured; type tested, supplied listed equipment, which are in successful operation for at least two years. The bidder/manufacture should list such works executed along with recent performance certificate to substantiate the requirement of this Clause using Form EXP-2. (Performance certificates should be recent & must not be older than 3 (three) years as on the date of technical bid opening).
4	Buchholz Relay	
5	Pressure Relief Device	
6	Bushing Current Transformer	
7	N2 Fire prevention & extinguishing system	
8	Online dissolved Hydrogen & Moisture monitoring system	
9	Maintenance free dehydrating breather	
10	Online Oil drying system with Moisture & Hydrogen monitor	
11	AVR, IEC 61850 compliant	
12	Oil surge relay	
13	Cooling gears	

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

- Manufacturer must have production facility in India.
- The Manufacturer must have at least last 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.
- 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.
- Full type test certificate and GTP
- Manufacturer's experience list
- Recent performance certificate from past clients

(Performance certificates should be recent & must not be older than 3 (three) years as on the date of technical bid opening)

2.5.2 The Bidder may offer above listed items at clause no 2.5.1 from reputed manufacturers having manufacturing facility in India.

NOTE: The bidder complying above requirements must submit with the bid the manufacturer's authorization, using the form provided in Section 2 (Tender 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.

- Bidders are free to list more than one Manufacturer/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.
- Failure to submit the Manufacturer's authorization at the first instance is considered a minor, nonmaterial omission and shall be subject to clarification. However, failure of the Tenderer to submit the omitted authorization shall lead to rejection of the Subcontractor or Manufacturer of the item under evaluation.

2.6 Equipment/Facilities

The Bidder must demonstrate that it has the key equipment & facilities listed hereafter at their manufacturing unit:

Sl. No.	Equipment & Facilities	Submission Requirements
1	Vapour phase drying system	Yes Declaration using Form FCT - 1
2	Core Construction floor have de-humidifier plant	
3	Winding construction area is under positive pressure	
4	Vertical winding machine available	
5	NABL accreditation of testing laboratory	

Section 2- Bidding Forms

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

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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.	Bidders company/firm registration certificate/certificate of incorporation		
5.	Manufacturer's Authorization (Form-B) (Applicable for bidder who is not manufacturer of offered product)		
6.	GST registration		
7.	Filled up Form ELI-1		
8.	Filled up Form LIT		
9.	Filled up Form FIN-1		
10.	Filled up Form FIN-2		
11.	Filled up Form FIN-3		
12.	Filled up Form FIN-4		
13.	Audited Balance sheet for three FYs 22-23, 23-24 & 24-25		
14.	Bank solvency certificate/other supporting document		
15.	Filled up Form EXP-1		
16.	Filled up Form EXP-2		
17.	Filled up Form FCT-1		
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 in clause 3.17 (Section-3, Volume-II)		
22.	TTR's as per requirement in clause 3.17 (Section-3, Volume-II)		
23.	Relevant Test Report / Certificate against clause No. 3.17.4.0 (ii) (Section-3, Volume-II)		
24.	Annexure-C, Schedule-2 & Schedule-3 under clause 3.17 (Section-3, Volume-II)		
25.	Method Statement as per clause 3.7.3.7 (Section-3, Volume-II)		
26.	Contract Execution Schedule		
27.	Electrical contractor's licence, PAN, etc.		
28.	Self-Undertaking on Statutory Tax Compliance Annexure-A (for New Tender Applicants)		
29.	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** and iii) **Power of Attorney (notarized) for bid signatory** 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) 1.3.3;
- (b) We offer to design, manufacture, test, deliver, install, and commission in conformity with the Bidding Document the following Plant 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 Equipment
Schedule No. 2: Installation and Other Services (Supervision of Erection, Testing & Commissioning)
Schedule No. 2A: Freight & Insurance
2. The Schedules do not generally give a full description of the plant 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 1.3.2** prior to submitting their bid.

Pricing

4. Prices shall be filled online in BoQ only.
As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed/adjustable for the duration of the Contract as per ITB 1.4.8.6, Appendix to ITB-1.
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 ITB 1.4.8.6, Appendix to ITB-1. 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.
6. When requested by the Purchaser for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Purchaser may reasonably require, the Contractor shall provide the Purchaser with a breakdown of any composite or lump sum items included in the Schedules.

NOTE: For e-tendering, price proposals are to be submitted in e-tendering portal only.

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 Construction 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 of the facilities indicated. Bidders are free to propose more than one for each item.

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 for the items of supply as per clause 2.4 & 2.5)

Bid No.:

To: [insert complete name of the Employer]

WHEREAS

We [insert complete name of the manufacturer or manufacturer's authorized agent], who are official manufacturers or agent authorized by the Manufacturer of [insert type of goods manufactured], having factories at [insert full address of manufacturer's factories], do hereby authorize [insert complete name of the Tenderer] to submit a Tender the purpose of which is to provide the following goods, manufactured by us [insert name and/or brief description of the goods], and to subsequently negotiate and sign the Contract:

1.
2.

We hereby extend our full guarantee and warranty in accordance with Clause 5.12 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 Document, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations.

We hereby confirm that the necessary spares and service for equipment/materials/accessories shall be available for the period for 10 years from the date of commissioning at substation.

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]

Designation:

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.

6 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. ☐ 1. In case of single entity/firm, documents in accordance with ITB 1.2.1. ☐ 2. In case of Company, documents in accordance with ITB 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			
☐ No pending litigation in accordance with Criteria 2.2 of Appendix 2 of ITB (Evaluation and Qualification Criteria)			
☐ 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			
☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the three financial years, i.e., 2022-23, 2023-24 and 2024-25, as indicated above, complying with the following conditions. - 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 3 Years (22-23, 23-24 and 24-25)	
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)

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 (in months)	Average Monthly Requirements (Value of outstanding works/ Estimated Completion in 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/recent performance/completion certificates are to be submitted as supporting document.

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	☐ Contractor ☐ Subcontractor	
Total Contract Amount	(Rupees)	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 2.4.2 /2.5 of APPENDIX TO ITB - 2		
1. Capacity & Nos. of transformer supplied 2. Date of commissioning		
Enclosed are copies of the following original documents: ☐ 1. Order/contract copies ☐ 2. Completion Certificates ☐ 3. Type Test Certificates & GTP as per Bid Requirement ☐ 4. Recent performance certificates not older than 3 (three) years as on the date of technical bid opening		

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

6.9 Form FCT – 1: Facilities at Manufacturing Unit

Sl No	Shop Floor Equipped with	Requirement	Declaration by the Bidder
1.0	Whether Core Construction floor have de-humidifier plant	Must have facility	Declaration shall be specific
2.0	Whether Vertical winding machine is available.	Must have facility -	Declaration shall be specific
3.0	Whether winding construction area is under positive pressure	Must have facility -	Declaration shall be specific
4.0	Core lamination cutting facilities in-house or out source	-	
5.0	Whether Vapour Phase drying facilities are available	Must have facility	Declaration shall be specific
6.0	Whether Testing Lab has NABL accreditation	Must have facility -	Declaration shall be specific
7.0	Whether testing laboratory is acoustically shielded	-	

Common seal and signature of the authorized person:

Name:

Designation:

Date:.....

Section - 4

General Conditions of Supply and Erection, 2009 of AEGCL

This Section '[General Conditions of Supply and Erection, 2009 of AEGCL](#)' is supplied separately and supplementary to Section -5 'Special Conditions of Contract' of this document.

Whenever there is a conflict, the provisions in SCC or the other Sections of this document shall prevail over those in the 'General Conditions of Supply and Erection, 2009 of AEGCL'.

Section 5- Special Conditions of Contract

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

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

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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 resolve through mutual agreement or through Arbitration the courts in Guwahati will have 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. Unless otherwise expressly limited in the **Purchaser's Requirements**, the Contractor's obligations cover the provision of all Plant and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Plant and the installation, completion and commissioning of the Works in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, '**Purchaser's Requirements**'. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Purchaser, as specifically provided in the **Purchaser's Requirements**.
- 5.5.2. The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Works as if such work and/or items and materials were expressly mentioned in the Contract.
- 5.5.3. In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the SCC and the provisions, if any, specified in the SCC. However, the identity, specifications, and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor, and the price of such spare parts shall be that given in Price Schedule, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefore and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts.
- 5.5.4. The Contractor agrees to supply spare parts for a period of years: **Ten (10) Years**. The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at the most within 6 months of placing the order. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.

5.6.0 TIME FOR COMMENCEMENT AND COMPLETION

- 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 Contractor shall attain Completion of the Works (or of a part where a separate time for Completion of such part is specified in the Bidding Document), within the time stated 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 5.21.0** hereof.
- 5.6.3. As soon as the Works, in the opinion of the Contractor, been completed as per requirements of the specification/contract, the Contractor shall so notify the Purchaser's Representative in writing.
- 5.6.4. The Purchaser's Representative shall, within thirty (30) days after receipt of the Contractor's notice under **Sub-Clause 5.6.3**, either issue a Completion Certificate in the form specified by the Purchaser's Representative, stating that the Works thereof have reached Completion as of the date of the Contractor's notice under **Sub-Clause 5.6.3**, or notify the Contractor in writing of any defects and/or deficiencies.
- 5.6.5. If the Purchaser's Representative notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in **Sub-Clause 5.6.3**.
- 5.6.6. If the Purchaser's Representative is satisfied that the Works have reached Completion, the Purchaser's Representative shall, within fifteen (15) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Works have reached Completion as of the date of the Contractor's repeated notice.
- 5.6.7. If the Purchaser's Representative is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within fifteen (15) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

- 5.6.8. If the Purchaser's Representative fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within thirty (30) days after receipt of the Contractor's notice under **SCC Sub-Clause 5.6.4** or within fifteen (15) days after receipt of the Contractor's repeated notice under Sub-Clause 5.6.6, then the supplies/works shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, as the case may be.

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.
- 5.7.3. In the event of changes in rates of statutory taxes, the contract price is subject to amendment only if such taxes are specifically quoted in designated column of price schedule or mentioned in remarks column.
- 5.7.4. In the event of implementation of new tax/taxes such as GST, the contract price is subject to amendment as per the tax applicable and guidelines by statutory tax authority.

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 invoice against supply, not more than 80% (Eighty percent) payment of the total supply invoice value would be made, on receipt and acceptance of materials in full and good conditions (subject to availability of fund). However, GST amount on invoice would be paid 100% or as per Govt. Rules.
2. Maximum 06 (Six) nos. of progressive invoices/bills would be entertained.
3. Remaining 20% (Twenty percent), retention amount of that item would be released subject to fulfillment of the following conditions -
 - a) Next 10% of the supply amount of that supply item would be payable on completion of 100% of the total erection, testing, commissioning works of that particular item.
 - b) Within 60 (sixty) days after receipt of invoice out of remaining 10% of the supply amount 5% would be paid upon issue of the Completion Certificate and balance 5% upon issue of the Operational Acceptance Certificate as per clause 25, 26 & 27 of GCC, which should be certified by the Project Authority.

However, if equipment has reached site and supervision works could not be completed within scheduled project completion date, due to reasons not attributable to contractor, then the remaining 20% of the supply amount would be released after 18 months from scheduled completion date or receipt of materials at site, whichever is later.

- 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. Subject to **SCC Clause 5.9.2** and **SCC Clause 5.9.3**, the Supplier shall have to deposit to the extent of 10% 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 ten (10) days of receipt of notification of award, duly pledged

- in favor of the Purchaser and such security deposits shall be valid up to 60 days beyond the warranty period as per **SCC clause 5.12.2**.
- 5.9.2. If required, the supplier 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 RETENTION MONEY**
- 5.10.1. Payment shall be done as **per clause 5.8.0**. No additional retention shall be made.
- 5.11.0 REPRESENTATIVES**
- 5.11.1. **Purchaser's Representative**
- 5.11.1.1. The Chief General Manager (PP&D), AEGCL shall act as Purchaser's Representative for purpose of this Contract. The Purchaser's Representative, represent and act for the Purchaser at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Purchaser's Representative, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Purchaser's Representative, except as herein otherwise provided.
- 5.11.1.2. The Purchaser's Representative time to time, during performance of the contract may depute other person (s) to act on behalf of him on certain or whole of his responsibilities and will notify the Contractor accordingly.
- 5.11.2. **Contractor's Representative & Construction Manager**
- 5.11.2.1. Within seven (7) days of signing of the Contract, the Contractor with approval of the Purchaser shall appoint the Contractor's Representative.
- 5.11.2.2. The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.
All notices, instructions, information and all other communications given by the Purchaser or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.
The Contractor shall not revoke the appointment of the Contractor's Representative without the Purchaser's prior written consent. If the Purchaser consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in **SCC Sub-Clause 5.11.2.1**.
- 5.11.2.3. From the commencement of Works at the Site until Completion, the Contractor's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, the Contractor's Representative or the Construction Manager shall appoint a suitable person to act as the Construction Manager's deputy.
- 5.11.2.4. The Purchaser may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Purchaser, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under the Contract. The Purchaser shall provide evidence of the same, whereupon the Contractor shall remove such person from the Site.
- 5.11.2.5. If any representative or person employed by the Contractor is removed in accordance with **SCC Sub-Clause 5.11.2.4**, the Contractor shall, where required, promptly appoint a replacement.
- 5.12.0 WARRANTY**
- 5.12.1. 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. The Contractor further warrants that the works or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and equipment supplied and of the work executed.

- 5.12.2. The term "Period of Warranty" shall mean the period of **thirty-six (36) months** from the date of issue of Completion Certificate in pursuance to **SCC Clause 5.6.0** or **forty-eight (48) 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), whichever is earlier.
- 5.12.3. If during the Period Warranty any defect should be found in the design, engineering, materials and workmanship of the plant and equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at Contractor's cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the facilities caused by such defect.
- 5.12.4. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Purchaser may, following notice to the 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 Contractor or may be deducted by the Purchaser from any monies due the Contractor or claimed under the Performance Security.

5.13.0 CONTRACTOR'S DRAWINGS

- 5.13.1. All working drawings shall preferably be prepared in AutoCAD 2000 software or its later version. The contractor shall also submit the soft copies of all working drawings.
- 5.13.2. Within 30 days from the date of acceptance of notification of award of contract, the contractor shall send to the Purchaser a preliminary list of all the drawings with their respective identification numbers, titles and expected date of submission. This list shall be amended or extended by the contractors as and when necessary, during the progress of the work under the contract.
- 5.13.3. All titles, notes and inscriptions on the drawings shall be in English.
- 5.13.4. All drawings which the contractor shall send to the Purchaser for approval shall be approved or rejected or returned for modification within 45-60 days of receipt by the Purchaser.
- 5.13.5. Upon approval by the Purchaser, the drawings shall become the contract drawings and thereafter, the contractor shall not depart from them in anyway whatsoever except with the written permission of the Purchaser.
- 5.13.6. **FINAL AS-BUILT DRAWINGS**
In the final stages of the contract, the contractor shall submit to the Purchaser hard copies as well soft copies of complete set of built-up drawings.
- 5.13.7. **MISTAKES/ ERRORS IN DRAWINGS**
- 5.13.7.1. The contractor shall be responsible and liable for any alterations of the work due to any discrepancies, errors, or omissions in the drawings or other particulars which have arisen due to inaccurate information or particulars furnished by the contractor, even though approved by the "Purchaser".
- 5.13.7.2. However, the "Purchaser" shall be responsible for drawings and information supplied by him. The "Purchaser" shall compensate for any alterations of the work necessitated by the reason of inaccurate information supplied by him to the contractor.

5.14.0 COPY RIGHT ETC

- 5.14.1. 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.

5.15.0 SUBLETTING CONTRACT

- 5.15.1. The "Contractor" shall not, without the consent in writing of the "Purchaser" assign or sublet his contract, or any substantial part thereof, or interest therein or benefit or advantage whatsoever, other than for raw materials or for minor details or for any part of the work of which the sub-contractors are named in the tender provided any such consent shall not relieve the "contractor" from any obligation, duty or responsibility under the contract.

5.16.0 QUANTITY VARIATION

- 5.16.1. "Purchaser" shall have the right to increase/decrease the ordered quantity by 20% within 60 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.

5.17.0 CO-OPERATION WITH OTHER MANUFACTURERS

- 5.17.1. The "Contractor" shall agree to co-operate with the Purchaser's other contractors for associated supplies and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication. No remuneration shall come from the "Purchaser" for such technical co-operation.

5.18.0 INSPECTION AND TESTING

- 5.18.1. The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the plant& equipment and any part of the works as are specified in the Contract. The Contractor shall furnish all reasonable facilities and assistance, including access to drawings/process chart and production data to the inspectors at no charge to the Purchaser.
- 5.18.2. The Purchaser and the Purchaser's Representative or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 5.18.3. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice (not less than 21 days) of such test and/or inspection and of the place and time thereof to the Purchaser's Representative. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser and the Purchaser's Representative or their designated representatives to attend the test and/or inspection.
- 5.18.4. The Contractor shall provide the Purchaser's Representative with a certified report of the results of any such test and/or inspection.
- 5.18.5. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to **SCC Sub-Clause 5.13.3**.
- 5.18.6. If it is agreed between the Purchaser and the Contractor that the Purchaser and the Purchaser's Representative or their designated representatives shall not attend the test and/or inspection, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.
- 5.18.7. The Contractor agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to **SCC Sub-Clause 5.13.4& 5.13.6**, shall release the Contractor from any warranties or other obligations under the Contract.

5.19.0 INSURANCE

- 5.19.1. 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.
- 5.19.2. 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.
- 5.19.3. 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.
- 5.19.4. 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.
- 5.19.5. 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.

- 5.19.6. All materials will be dispatched against clear door delivery basis unless otherwise agreed by the "Purchaser".

5.20.0 FORCE MAJEURE

- 5.20.1. "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.

- 5.20.2. 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.

- 5.20.3. 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 5.21.0**.

5.21.0 EXTENSION OF TIME FOR COMPLETION

- 5.21.1. 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 5.16.0**; and
 - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.20.0**.
- 5.21.2. 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 5.24.0**.

5.22.0 LIQUIDATED DAMAGE

- 5.22.1. 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 5.21.0** hereof.
- 5.22.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.21.0**, 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.

5.22.3. 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 5.23.0**.

5.23.0 CONTRACTUAL FAILURE

5.23.1. 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.

5.24.0 ARBITRATION

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

1.25.0 INDEMNIFICATION

The supplier shall indemnify, defend and hold AEGCL harmless against any loss, damage, and expenses of whatever kind and nature arising out of and during the course of execution of the entire project, including but not limited to any negligent act or omission, or breach of statutory duty on the part of the supplier, its employee or workman or sub-contractor employed or engaged by supplier. The supplier shall be solely responsible for resolving any dispute whatsoever that may arise out of and during the course of execution of the entire project, between the supplier and its employee or workman or sub-contractor employed or engaged by supplier. The supplier shall indemnify, defend and hold AEGCL harmless against any law suit by the employee or workman or sub-contractor employed or engaged by supplier during the course of execution of the entire project.

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)

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[AEGCL's letter head]

Notification of Award

Letter of Acceptance

Supply of one no. of 200MVA, 220/132 kV Three Phase Auto Transformer and Related Services at 220/132 KV Rangia GSS, AEGCL (Phase-II)

[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

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

STAMP (Rs. 100, non-Judicial)
Contract Agreement
(Supply and related services Contract)

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

BETWEEN Assam Electricity Grid Corporation Limited (hereinafter referred to as Purchaser or AEGCL), a corporation incorporated under the Companies Act, 1956, having its registered office at First Floor, Bijulee Bhawan, Paltanbazar, Guwahati-781001, Assam, represented by its Chief General Manager (PP&D) which expression shall, unless repugnant to the context or otherwise provided, include its heirs, assigns, executors, agents, etc., on the One Part,

AND

Name of Contractor, a firm/company having its office/principal place of business at (hereinafter called "the Contractor"), represented by its which expression shall, unless repugnant to the context or otherwise provided, include its heirs, assigns, executors, agents, etc., on the Other Part.

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 of one no. of 200MVA, 220/132 kV Three Phase Auto Transformer and Related Services at 220/132 KV Rangia GSS, AEGCL (Phase-II)**' 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 2009 (<https://www.aegcl.co.in/wp-content/uploads/2021/04/RulesGeneralConditionsOfSupplyandErection2009.pdf>)
- (f) Specification (Purchaser's Requirements)
- (g) Drawings (Purchaser's Requirements)
- (h) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
- (i) Guaranteed and other Technical Particulars (as submitted with the Bid)
- (j) Any other documents shall be added here

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

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

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

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

Article 2
Contract Price and Terms of Payment

2.1 **Contract Price** (Reference SCC Clause 5.7.0)

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

The Contract Price is ADJUSTABLE for entire period of the Contract in

- Article 3
Commencement Date
and Completion Time**
- 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.
- 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 **EIGHTEEN (18)** 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 - Special Conditions of Contract
- Appendix 2 - Time Schedule
- Appendix 3 - List of Major Items of Plant and services and List of Approved Subcontractors
- Appendix 4 - Performance Security
- Appendix 5 - Price Schedules.
- Appendix 6 - Guaranteed and Other Technical Particulars

Appendix 1 - Special Conditions of Contract

In accordance with the provisions of SCC Clause 5.8.0 (Terms of Payment), the Purchaser shall pay the Supplier 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 - List of Major Items of Plant and Services and List of Approved Subcontractors

A list of major items of plant and services is provided below. The following Subcontractors and/or manufacturers are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Purchaser of its choice in good time prior to appointing any selected Subcontractor. In accordance with **GCC Sub-Clause 19.1**, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors.

Major Items of Plant and Services	Approved Subcontractors/Manufacturers	Nationality

Appendix 4 - Form of Performance Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

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

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.**