

ASSAM ELECTRICITY GRID CORPORATION LIMITED

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TERMS, CONDITIONS AND TECHNICAL SPECIFICATIONS OF CONTRACT

WITH ITEM RATE SCHEDULE

NIT No: AEGCL/STTC/2018-19/01; Dated : 15/05/2018

Bidding Document

for

**Supply of AC systems and Related Services for Various Substations
(Under Silchar T&T Circle) of AEGCL under PSDF-Package-A**

**DEPUTY GENERAL MANAGER
SILCHAR T&T CIRCLE
AEGCL, MEHERPUR, SILCHAR-15**

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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.

1.1.0 General

1.1.1. Scope of Bid

1.1.1.1. In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Deputy General Manager on behalf of Assam Electricity Grid Corporation Limited (AEGCL) (hereinafter referred to as "the Purchaser" or "AEGCL"), issues this Bidding Document for the "**Procurement of AC Systems and Related Services for Various Substations of AEGCL under PSDF**" incidental there to as specified in Section 3 (Purchaser's Requirements). The name and identification nos. of this Competitive Bidding are provided in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.

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

1.1.2. Eligible Bidders

1.1.2.1. Subject to meeting the Qualifying Requirements, a Bidder shall be Original Manufacturer (OEM) / Authorized Dealer or Distributor of OEM or a JV. When the bidder is an OEM, the names and address of the partners should be indicated and a copy of the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid.

1.1.2.2. When the bidder is an Authorized Dealer, the company registration document along with Memorandum of Association & Copy of Authorization deed issued by OEM should be submitted.

1.1.2.3. When the bidder is a Distributor of the OEM, the tender should be submitted by the owner of the firm, who may describe himself as carrying on business in the firm's name and copy of deed from the OEM engaging his firm as Distributor.

1.1.2.4. 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 authorized 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 registered JV agreement, executed on Non judicial stamp paper, shall be submitted with the bid.

1.1.2.5. 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.

1.1.2.6. Joint Venture agreement must be registered in the court of law. Notarized joint venture agreement shall not be acceptable.

1.2.0 Contents of Bidding Document

1.2.1. Sections of Bidding Document

1.2.1.1. The Bidding Document consists of the following Sections indicated below, and should be read in conjunction with any Agenda issued in accordance with ITB Clause 1.2.3.

Section 1 - Instructions to Bidders (ITB) with Appendix-1 & Appendix-2 Section 2 - Bidding Forms (BDF)

Section 3 – Employer's Requirements (ERQ)

Section 4 - "General Conditions of Supply and Erection of AEGCL" (This section is supplied separately)

Section 5- Special Conditions of Contract (SCC) Section 6 - Contract Forms (COF)

1.2.1.2. The completed Section 6 and other documents as specified in Section-6 shall constitute "the Contract"

1.2.1.3. The Invitation for Bids issued by the Employer is not part of the Bidding Document.

1.2.1.4. The Employer is not responsible for the completeness of the Bidding Document and its agenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

1.2.1.5. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

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

1.2.2.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB Clause **1.2.2.4**. The Purchaser will respond to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Purchaser's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB Clause 1.2.1.4, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB Clause 1.2.3 and ITB Clause 1.4.2.2.

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

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

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

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

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

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

1.2.3. Amendment of Bidding Document

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

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

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

1.3.0 Preparation of Bids

1.3.1. Cost of Bidding

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

1.3.2. Language of Bid

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

1.3.3. Documents Comprising the Bid

1.3.3.1. The Bid shall comprise one bid submitted online containing the documents listed in ITB Clause 1.3.3.2

1.3.3.2. Online Techno-commercial Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Techno-commercial Bid;
- (b) Bid Security, in accordance with IFB & ITB Clause 1.3.10;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 1.3.11.2;
- (d) Documentary evidence in accordance with ITB Clause 1.3.5 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (e) Documentary evidence establishing in accordance with ITB Clause 1.3.6 that the goods offered by the Bidder conform to the Bidding Document;
- (f) Documents as called for in ITB Clauses 1.1.2.1, 1.1.2.2, 1.1.2.3, 1.1.2.4;
- (g) any other document required in the BDS.

1.3.3.3. Online Price Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Price Bid;
- (b) any other document required in the BDS

1.3.4. Letter of Bid and Schedules

1.3.4.1. The Letters of Price Bid, and the Schedules, and all documents listed under ITB Clause 1.3.3, shall be prepared using the relevant forms furnished in Section 2 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

1.3.5. Documents Establishing the Eligibility and Qualifications of the Bidder

1.3.5.1. To establish its eligibility and qualifications to perform the Contract in accordance with Appendix 2 of ITB (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 2 (Bidding Forms).

1.3.6. Documents Establishing Conformity of the Goods and Services

1.3.6.1. The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:

(a) a detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the Goods, in response to the Specification;

(b) a commentary on the Purchaser's Specification and adequate evidence demonstrating the substantial responsiveness of the goods to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Purchaser in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

1.3.7. Bid Prices and Discounts

1.3.7.1. Unless otherwise specified in the BDS and/or Section 3 (Purchaser's Requirements), bidders shall quote for the entire scope of supply and services on a "single responsibility" basis such that the total bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement, delivery, and completion of the entire scope

1.3.7.2. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. No deviation in this regard normally, shall be accepted.

1.3.7.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules 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 shall be summarized in a Grand Summary (Schedule 3) giving the total bid price(s) to be entered in the Bid Form.

Schedule No. 1 – Supply of Goods including 3 years AMC

Schedule No. 2 – Related Services (Freight & Insurance)

Schedule No. 3 – Related Services (Erection, Testing & Commissioning)

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

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

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

1.3.8. Period of Validity of Bids

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

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

1.3.9. Bid Security

1.3.9.1. The Bidder shall furnish as part of its bid, in original form, a Bid Security as specified in the BDS. Small Scale Industries (SSI) units registered under Single point registration system with NSIC and SSI units registered under Assam Small Industries Development Corporation shall be exempted from paying bid security. Bidders seeking exemption should submit photocopy of valid registration certificate..

1.3.9.2. 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 1.3.8.2.

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

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

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

1.3.9.6. The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB Clause 1.3.8.2 or
- (b) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB Clause 1.6.1; or
 - (ii) Furnish a performance security in accordance with ITB Clause 1.6.2

1.3.9.7. The Bid Security of a JV shall be in the name of the JV that submits the bid.

1.3.10. Format and Signing of Bid

1.3.10.1. The Bidder shall prepare one original of the Technical Bid comprising the Bid documents as described in ITB Clause 1.3.3 and upload the scan copy. The price bid shall be submitted directly in the e-tendering portal by filling in the price schedule templates.

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

1.3.10.3. A bid submitted by a JV shall be signed so as to be legally binding on all partners.

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

1.4.0 Submission and Opening of Bids

1.4.1. Online submission of Bids

1.4.1.1. The technical as well as Price bid should be submitted through online portal only.

1.4.1.2. For technical bid, all forms and supporting documents as required by ITB clause 1.3.3 and duly signed and stamped as per ITB clause 1.3.10 are to be uploaded in the portal. The documents are to be up loaded in PDF format and each file should not exceed 5 MB in size. In case a document is more than 5 MB in size, the same may be split to make the size below 5 MB. All the files uploaded should be meaningfully named.

1.4.1.3. The price bid must be submitted in the price schedule provided in the portal as per the online price schedule.

1.4.2. Deadline for Submission of Bids

1.4.2.1. Bids shall be received ONLINE, no later than the date and time indicated in the BDS. The bidder will not be able to submit his bid after expiry of the date and time of submission of bid

1.4.2.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by issuing extension notice to the Bidding Document in accordance with ITB Clause 1.2.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.4.3. Late Bids

1.4.3.1. The E-tendering portal shall allow bidders to submit bids up to the date and time specified in ITB Clause 1.4.1.1.

However, bidders are advised to submit their bids well in advance of the deadline for submission of bids to avoid any last moment difficulties. If EMD BG is not received until the time specified for submission of EMD BG, the bids though submitted online are liable to be rejected as late bid.

1.4.4. Withdrawal, Substitution, and Modification of Bids

1.4.4.1. E-tendering portal shall allow a Bidder to substitute or modify its bid after it is submitted, at any time before the deadline for bid submission.

1.4.4.2. A Bidder may also withdraw its bid, by sending a written notice, duly signed by the authorized person, and shall include a copy of the authorization in accordance with ITB Clause 1.3.10.2. The withdrawal notice must be received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 1.4.1.1.

1.4.4.3. Bids requested to be withdrawn in accordance with ITB Clause 1.4.4.2 shall not be opened and the bid security BG shall be returned to the bidder.

1.4.4.4. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

1.4.5. Bid Opening

1.4.5.1. The Purchaser shall conduct the opening of Technical Bids through online process at the address, date and time specified in the BDS. The Bid opening committee shall open on-line received Bids in the presence of Bidders designated representatives who choose to attend. The Price Bids will remain unopened until the specified time of their opening.

1.4.5.2. First, physical envelopes marked "WITHDRAWAL" shall be read out and the corresponding bid shall not be considered/rejected with comments. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal duly signed by an authorized representative and is read out at bid opening.

1.4.5.3. All other 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) whether there is a modification or substitution;
- c) the presence of a Bid Security, if required; and
- d) 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.

1.4.5.4. The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and alternative proposals; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

1.4.5.5. At the end of the evaluation of the Technical Bids, the Purchaser will open the price bids of the substantially responsive Technical Bids. The date, time, and location of the opening of Price Bids will be decided by the Purchaser. Bidders may be given reasonable notice of the opening of Price Bids.

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

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

- a) the name of the Bidder;
- b) whether there is a modification or substitution;
- c) the Bid Prices, including any discounts and alternative offers; and
- d) any other details as the Purchaser may consider appropriate. Only Bid Prices and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

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

1.5.0 Evaluation and Comparison of Bids

1.5.1. Confidentiality

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

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

1.5.1.3. Notwithstanding ITB Clause 1.5.1.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

1.5.2. Clarification of Bids

1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer 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 Employer's request for clarification and the response shall be in writing. No change in the substance of the Techno-commercial Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB Clause 1.5.9.

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

1.5.3. Deviations, Reservations, and Omissions

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

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

1.5.4. Preliminary Examination of Techno-commercial Bids

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

1.5.4.2. The Employer shall confirm that the following documents and information have been provided in the Techno-commercial Bid. If any of these documents or information is missing, the offer shall be rejected.

- a) Letter of Techno-commercial Bid;
- b) written confirmation of authorization to commit the Bidder;
- c) Bid Security, if applicable; and
- d) Technical Proposal in accordance with ITB 1.3.6.

1.5.5. Responsiveness of Techno-commercial Bid

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

1.5.5.2. A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
a) if accepted, would:

(i). affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or (ii). limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

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

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

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

1.5.6. Non material Nonconformities

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

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

1.5.6.3. Provided that a Bid is substantially responsive, the Purchaser may 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 (Evaluation and Qualification Criteria).

1.5.7. Detailed Evaluation of Techno-commercial Bids

1.5.7.1. The Employer 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 Employer 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 Employer's Requirements; deviations from the Employer'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) other relevant factors, if any, listed in Appendix to ITB-2 (Evaluation and Qualification Criteria)

1.5.8. Eligibility and Qualification of the Bidder

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

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

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

1.5.9. Correction of Arithmetical Errors

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

a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;

b) where there are errors between the total of the amounts of Schedule Nos. 1, 1A and 2, 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.

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

1.5.10. Evaluation of Price Bids

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

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

a) the bid price, excluding taxes, as quoted in the Price Schedules;

b) price adjustment for correction of arithmetical errors in accordance with ITB Clause 1.5.9.1; and

c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).

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

1.5.11. Comparison of Bids

1.5.11.1. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB Clause 1.5.10.2. However it is not binding upon the Purchaser to award the contract to the lowest bidder.

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

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

1.6.0 Award of Contract

1.6.1. Award Criteria

1.6.1.1. The Purchaser shall award the Contract to the Bidder whose offer has been found to be highly justified 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 Employer 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 Employer 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 15 days of receipt of the Letter of Acceptance, the successful Bidder shall be required to sign the Contract Agreement.

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

1.6.4. Performance Security

1.6.4.1. Within fifteen (15) days of the receipt of notification of award from the Employer, 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 Employer.

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

APPENDIX TO ITB - 1

Bid Data Sheet (BDS)

A. Introduction

ITB 1.1.1.1

The number of the Invitation for Bid is: **AEGCL/STTC/2018-19/01; Dated : 15/05/2018** The Purchaser is: **Assam Electricity Grid Corporation Limited.**

The name of the Bid is: **“Supply of AC systems and Related Services for Various Substations (Under Silchar T&T Circle) of AEGCL under PSDF-Package-A”**

For clarification purposes only, the Purchaser’s address is: Deputy General Manager, Silchar T&T Circle ,Assam Electricity Grid Corporation Ltd, Meherpur, Silchar-15

ITB 1.2.2.4

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 1.3.3.1(g)

The Bidder shall submit with its Technical Bid the following additional documents:

1. Guaranteed and other Technical Particulars as required in Section 3, „Purchaser’s Requirements’
2. Type Test Certificates
3. Manufacturer’s Authorization.

ITB 1.3.7.1

Unless otherwise specifically indicated in the Section 3 (Purchaser’s Requirements), bidders shall quote for the entire package on „single responsibility basis’.

ITB 1.3.7.5

The prices quoted by the Bidder shall be FIXED for entire period of the Contract. ITB 1.3.8.1
The bid validity period shall be 120 (one hundred twenty) days.

ITB 1.3.9.1

The Bidder shall furnish a bid security in the amount of Rs. **65,000.00**

ITB 1.3.10.1

Hard copy of the bidding document shall only be submitted if requested by the purchaser.

APPENDIX TO ITB - 2

Evaluation and Qualification Criteria (ECQ)

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

Table of Criteria**1. Evaluation**

- 1.1 Technical Evaluation
- 1.2 Economic Evaluation
- 1.3 Time Schedule
- 1.4 Specific additional criteria

2. Qualification

- 2.1 General
- 2.2 Financial Situation
- 2.3 Technical Qualifying Requirements

1. Evaluation**1.1. Technical Evaluation**

In addition to the criteria listed in ITB. (a) – (c), no other factor shall apply.

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.

1.3. 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 **120 (One Hundred Twenty) days**. Bids not meeting the above time schedule shall be rejected. However, no credit will be given for earlier completion. For Comprehensive Annual Maintenance, time schedule is three (3) years after warranty period is over.

1.4. Specific additional criteria

In addition to the above, no additional criteria shall be considered for evaluation of Bids.

2. Qualification

Qualification of bidder will be based on meeting the minimum pass / fail criteria specified below

2.1. General

- 2.1.1. The Bidder must satisfy the requirement of ITB Sub-Clause. and shall submit necessary document as per the said Clause.
- 2.1.2. The Bidder may be a manufacturer or an authorised dealer/distributor/agent of the manufacturer. ***In case, the Bidder is an authorised dealer/distributor/agent, the bidder must submit with the bid, an undertaking using 'Form-MA' (Manufacturer's Authorisation), Section-2 (Bidding Form).***
- 2.1.3. Using the „Form LIT – 1' (Section 2, Bidding Form), bidder shall list all Pending Litigation. All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than **50% percent** of the Bidder's net worth.

2.2. Financial Situation

- 2.2.1. Submission of audited balance sheets or other financial statements acceptable to the Purchaser, for the last **3 (three)** years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability.
As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. Along with audited balance sheet bidder shall submit Form '**FIN-1**'(Section 2, Bidding Form), with the Bid duly filled up.
- 2.2.2. Minimum average annual turnover of **Rs. 1,50,00,000.00 (Rupees One Crore Fifty Lakh) Only** calculated as total certified payments received for contracts in progress or completed, within the **last 3 years**. The bidder shall furnish along with its bid the audited balance sheets and duly filled up Form „ '**FIN-2**' in support of this Clause.
- 2.2.3. Using Forms FIN – 3 Section 2 (Bidding Forms) 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, of **Rs. 40,00,000.00(Rupees Forty Lakh) Only**.
- 2.2.4. A Bidder participating in Bid No- AEGCL/STTC/2018-19/01 dated 15/05/2018 ***must meet the financial requirement figures specified in Clauses 2.2.2 and 2.2.3.***
- 2.2.5. In case, the bidder is an authorised dealer/distributor/agent and they are not meeting the above condition of financial requirements, they shall qualify provided the manufacturer of the offered product meets the above financial requirements and shall submit necessary supporting documents as above.
- 2.2.6. A manufacturer already participating through an authorised dealer/distributor/agent, shall not be eligible for participation in this bidding process on its own.

2.3. Technical Qualifying Requirements

- 2.3.1. The Manufacturer must have production facility in India.
- 2.3.2. The Manufacturer must have at least 5 (five) years' experience of manufacturing and supplying similar rated equipment as on date of bid opening. Using Forms EXP – 1 of Section 2 (Bidding Forms) the Bidder must furnish necessary information along with supporting documents (e.g., copy of contracts, performance & completion certificate, etc.) in support of this clause.

2.3.3. The Manufacturer of equipment must have designed, manufactured and type tested as per IS/IEC or equivalent standard and supplied the equipment and which are in satisfactory operation for at least last 3 (three) years as on the date of bid opening. Using Forms EXP – 2 of Section 2 (Bidding Forms) the Bidder must furnish necessary information along with supporting documents (e.g., copy of contracts, performance & completion certificate, valid type test reports etc.) in support of this clause.

Section –2

BIDDING FORMS

Section 2 - Bidding Forms This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

Table of Forms

- 1 Letter of Technical Bid.....
- 2 Letter of Price Bid.....
- 3 Price Schedules.....

- Schedule No. 1 – Supply of Goods including 3 years AMC**
- Schedule No. 2 – Related Services (Freight & Insurance)**
- Schedule No. 3 – Related Services (Erection, Testing & Commissioning)**

- 4 Form of Bid Security.....
- 5 Contract Execution Schedule.....
- 6 Bidders Qualification.....
 - 6.1 Form ELI – 1: Bidder’s Information Sheet
 - 6.2 Form LIT – Pending Litigation
 - 6.3 Form FIN – 1: Financial Situation
 - 6.4 Form FIN – 2: Average Annual Turnover
 - 6.5 Form FIN – 3: Financial Resources
 - 6.6 Form EXP – 1: General Experience
 - 6.7 Form EXP – 2: Specific Experience
- 7 Manufacturer’s Authorization

Section 2 -Bidding Forms

1 Letter of Technical Bid

[Bidder’s Letterhead]

Date:

.....

Bid Identification No (s):

:

:

:

Invitation for Bid No.:

To:.....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Agenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;

(b) We offer to design, manufacture, test and deliver, in conformity with the Bidding Document the following Goods and Related 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
Signed

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

Section 2 -Bidding Forms

2 Letter of Price Bid

[Bidder's Letterhead]

Date:
.....

Bid Identification No:

Invitation for Bid No.:

To:.....

We, the undersigned, declare that:

(i).
We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;

(ii).
We offer to design, manufacture, test and deliver in conformity with the Bidding Document the following Goods and Related Services: ;

(iii).
The total price of our Bid is the sum of:

(iv).
Discount offered (if any) for (i) Supply (Schedule 1, Main Equipment)%, (ii) Supply (Schedule 1A, Mandatory Spares).....%, (iii) Related Services (Schedule 1B, F & I, Main Equipment).....%,

(iv) Related Services (Schedule 1C, F & I, Mandatory Spares).....% (v) Related Services (Schedule 2, Erection, testing & commissioning).....%.

(v).
Our bid shall be valid for a period of days from the date fixed for the 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;

(vi).
If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(vii).
We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(viii).
We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

NOTE: For e-tendering, above form is not required to be filled. All price proposals are to be submitted in e-tendering portal only.

3 Price Schedules

PREAMBLE

General

1. The Price Schedules are divided into separate Schedules as follows:

- Schedule No. 1 – Supply of Goods including 3 years AMC
- Schedule No. 2 – Related Services (Freight & Insurance)
- Schedule No. 3 – Related Services (Erection Testing and Commissioning)

2. The entered rates and prices shall be deemed to cover the full scope as specified in the bidding document, 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 1.2.2 prior to submitting their bid.
4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
5. Bid prices shall be quoted in the manner indicated in Schedules.
As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.
Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Purchaser's Requirements) or elsewhere in the Bidding Document.

****NOTE :** For e-tendering, price proposals are to be submitted in e-tendering portal only. The price schedules given below are for reference only. In price schedules uploaded in e-tender portal, the quoted prices should be exclusive of taxes and during awarding the contract the requisite taxes will be included /incorporated as per prevailing rate. It is to be noted that the entire job including supply of materials (Along with 3 years AMC beyond the warranty period of manufacturer, Freight & Insurance, Erection Testing and commissioning are of comprehensive nature and will be executed on "Turnkey" basis. As such overall lowest bidder shall be decided after summarizing all the 3(Three) BOQ for each bidder uploaded in e-tender portal instead of Individual lowest bidder for each BOQ. (e.g:- "A" quote lowest in Schedule-1, "B" quote lowest in schedule-2, "C" quote lowest in Schedule-3 but on summation of all the 3 schedule if "D" quote overall lowest then "D" shall be considered as lowest bidder)

PRICE BID

Schedule – 1 (Supply of Goods including AMC)

SL. No	Description	Measuring Units	Qty	Unit Exclusive Taxes (Rs.)	Rate of	Total Exclusive Taxes (Rs.)	Amount of	Total Amount In words
1	2	3	4	5	6	7	8	9
Destination of Delivery								
1	132/33KV Dullavcherra Grid Substation Dist-Karimganj	Nos.	6					
2	132/33KV Panchgram Grid Substation Dist-Hailakandi	Nos.	5					
3	132/33KV Haflong Grid Substation Dist-Dimahasao	Nos.	5					
4	132/33KV Pailapool Grid Substation Dist-Cachar	Nos.	5					
5	132/33KV Srikona Grid Substation Dist-Cachar	Nos.	5					
Total								

Note: 1. Prices should be inclusive of all accessories as required for complete commissioning of the equipment including 3 years AMC (Annual Maintenance contract) in addition to the warranty period.

Schedule – 2 Related Services (Freight and Insurance)

SL. No	Description	Measuring Units	Qty	Unit Exclusive Taxes (Rs.)	Rate of	Total Exclusive Taxes (Rs.)	Amount of	Total Amount In words
1	2	3	4	5		6		7
Destination of Delivery								
1	132/33KV Dullavcherra Grid Substation Dist-Karimganj	Nos.	6					
2	132/33KV Panchgram Grid Substation Dist-Hailakandi	Nos.	5					
3	132/33KV Haflong Grid Substation Dist-Dimahasao	Nos.	5					
4	132/33KV Pailapool Grid Substation Dist-Cachar	Nos.	5					
5	132/33KV Srikona Grid Substation Dist-Cachar	Nos.	5					
Total								

Schedule – 3 (Erection Testing and Commissioning)

SL. No	Description	Measuring Units	Qty	Unit Exclusive Taxes (Rs.)	Rate of	Total Exclusive Taxes (Rs.)	Amount of	Total Amount In words
1	2	3	4	5		6		7
Destination of Delivery								
1	132/33KV Dullavcherra Grid Substation Dist-Karimganj	Nos.	6					
2	132/33KV Panchgram Grid Substation Dist-Hailakandi	Nos.	8					
3	132/33KV Haflong Grid Substation Dist-Dimahasao	Nos.	5					
4	132/33KV Pailapool Grid Substation Dist-Cachar	Nos.	6					
5	132/33KV Srikona Grid Substation Dist-Cachar	Nos.	5					
Total								

Section 2 - Bidding Forms

**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

Beneficiary-----**Name and Address of Employer**-----

Date -----

Bid Reference No.-----

We have been informed that ----- (*Name of Bidder*) (hereinafter called "the Bidder")
has submitted to you its bid dated----- (herein after called "the Bid" for the execution of-----
----- under invitation for Bid No----- (the "IFB")

Furthermore we understand that, according to your conditions, Bid must be supported by a Bid guarantee. At the request of bidder ,
We -----hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----
----- (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 withdraws its Bid during the period of bid validity specified by the Bidder in the form of Bid or
- d) does not accept the correction of errors in his Bid ; in accordance with the Instructions to Bidders(hereinafter "the ITB") or
- c) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity, i) fails or refuses to execute the Form of Contract Agreement or ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

The 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 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 guaranty must be received by us at the office on or before the date.

-----**Banker's seal and authorised signature (s)**

Note: All italicized text is for use in preparing this form and shall be deleted from the final document.

Section 2 - Bidding Forms

7. Bidder's Information.

To establish its qualifications to perform the contract in accordance with Appendix 2 of ITB (Evaluation and qualification criteria) the Bidder shall provide the requested in the corresponding Information Sheet Included hereunder.

7.1 From ELI -1: Bidder's Information Sheets.

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each Partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's Authorised 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 1.1.2.1 2. In case of single entity/Firm , documents, in accordance with ITB 1.1.2.2 3. In case of JV , documents, in accordance with ITB 1.1.2.4	

Section 2 - Bidding Forms

7.2 ELI-2:JV Information Sheet

Each member of a JV must fill in this form

JV Information	
Bidder`s legal name	
JV Partner`s legal name	
JV Partner`s place of constitution	
JV Partner`s year of constitution	
JV Partner`s legal address	
JV Partner`s authorized representative Information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents 1. Articles of incorporation or constitution of the legal entity named above ,in accordance with ITB 1.1.2.4 2. Authorization to represent the firm named above, in accordance with ITB 1.1.2.4	

Section 2 - Bidding Forms

7.3 Form L/T – Pending Litigation

Each Bidder or member of a JV 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 percentage of Net Worth

Section 2 - Bidding Forms

7.4 Form FIN -1:Financial Situation

Each Bidder or member of a JV 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 sheet including all related notes, and income statements) for the last three years , as indicated above, complying with the following condition.

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 Accountants

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.)

Section 2 - Bidding Forms

7.5 FIN-2: Average Annual Turnover

Each Bidder or member of a JV must fill in this form.

Annual Turnover Data for the last 3 years	
Year	Amount (Rupees)

Average Annual Turnover

--

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

Section 2 - Bidding Forms

7.6 Form. FIN -3: Financial Resources

Specially proposed sources of financing , such as liquid assets , un encumbered real assets , lines of credit, and other financial means, net current commitments , available to meet the total construction cash flow demands of the subjects contract or contracts as indicated in Appendix-2 of ITB (Evaluation and Qualification Criteria)

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

Section 2 - Bidding Forms

Section-2 Bidding Form

7.7 Form FIN-4: Current Contract Commitments

Bidders and each partner to a JV 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 or which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No	Name of Contract	Employer`s contract Address, Tel, Fax	Value of Outstanding Work [Rupees]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Rs/Month]
1.					
2.					
3					
4					
5					

Section 2 - Bidding Forms

Section-2 Bidding Form

7.8 Form EXP-1: General Experience

Each Bidder or member of a JV must fill in this form

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

Section-2 Bidding Form

Section 2 - Bidding Forms

7.9 Form EXP-2(a): Specific Experience

Contract of Similar Size and Nature		
Contract no-----of-----	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Sub Contractor	
Total Contract Amount	(Rupees)	
If Partner in a JV or Subcontractor, Specify Participation of Total Contract Amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax number E-mail		
Description of the Similarity in Accordance with Criteria 2.4.2.(a) of Section -3		

Section 2 - Bidding Forms

7.9 Form EXP-2(b): Specific Experience in Key Activities

Fill up 1(one) form per contract

Contract with Similar Key Activities		
Contract no-----of-----		Contract Identification
Award Date		Completion Date
Role in Contract		<input type="checkbox"/> Contractor <input type="checkbox"/> Sub Contractor
Total Contract Amount		(Rupees)
If Partner in a JV or Subcontractor, Specify Participation of Total Contract Amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax number E-mail		
Description of the Key Activities in Accordance with Criteria 2.4.2.(b) of Section -3		
<p>1. Brief Specification of Goods supplied 2. Date of commissioning.</p> <p>Attached are copies of the following original documents.</p> <p>1. Type Test Certificates. 2. Recent performance certificates 3. Copy of the Contract Document.</p>		

Section 2 - Bidding Forms

7 Manufacturer's Authorization

[The Bidder, in pursuant to ECQ Clause 2.1.2 (if applicable) shall require the Manufacturer to fill in this

Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. Please refer to notes at bottom]

(Manufacturer's Letterhead)

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

Bid No.: [insert number of bidding process]

To: [Insert: full name of Purchaser]

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

We hereby extend our full guarantee and warranty in accordance with Clause 5.11.0 of the Special Conditions of Contract, for the above specified Goods supporting the Supply of specified Goods and fulfilling the Related Services by the Bidder against this Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that, we will furnish the Performance Guarantee in accordance with SCC Clause 5.9.2. Further, we also hereby declare that we and, [insert: name of the Bidder] have entered into a formal relationship in which, during the duration of the Contract (including related services and warranty / defects liability) we, the Manufacturer or

Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Signed: _____

Date: _____

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).

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Section 2 - Bidding Forms

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.
4. Above undertaking shall be registered or notarized so as to be legally enforceable.

Section 3 - Purchaser's Requirements

This Section contains the Technical Requirements and supplementary information that describe the Goods and Related Services

Table of Contents

3.1.0	SCOPE35	
3.2.0	SERVICE CONDITIONS	
3.3.0	TYPE TEST REPORTS.....	
3.4.0	GUARANTEED TECHNICAL PARTICULARS.....	
3.6.0	GENERAL REQUIREMENTS	
3.6.0	Technical Specification of Split Air Conditioning units	
3.7.0	ERECTION, TESTING & COMMISSIONING	
3.8.0	Comprehensive Annual maintenance Contract (CAMC)	

Section 2 - Bidding Forms

Section 3

Purchaser's Requirements

3.1.0 SCOPE

- a) This section of the specification covers design, manufacture, assembly, testing at manufacturer's works, supply, delivery at site of eco friendly, 2 Ton, 3.5 (EER & ISEER) and above capacity inverter type split Air-conditioners complete with all accessories including 3 (three) years AMC (Annual Maintenance Contract) in addition to manufacturer's warranty period. The Split AC Units shall be of reputed manufacturer's make like DIAKIN/HITACHI/LG/VOLTUS/LLYOD.
- b)
- i) The scope of supply shall include all components/parts, accessories like wall mount bracket, copper pipe, drilling of hole, fixing hole sleeves, fixing of outdoor units, outdoor stand if required, drain pipefire retardant wires/ cables as per requirement, condensation drainage system, G.I. Racks for outdoor units if required etc., which are necessary for assembly, operation and maintenance of air-conditioning equipment even though not individually or specifically stated or enumerated.
- ii) It is also responsibility of the Contractor to obtain any road permits and/or other permits or licenses as may be required to execute the works.
- iii) It is also the responsibility of the supplier to store the dismantled equipment which are obsolete in a safe manner in side the Substation complex as directed by the Site Engineer.
- c) Notwithstanding the Warranty Clauses under this Bidding Document viz. One-year full equipment Warranty i.e comprehensive and further 4 years' Warranty on the Compressors, the bidder shall quote for Comprehensive Annual Maintenance Contract (CAMC) rates for the entire lot of equipment supplied, as per Clause 5.11.3&5.21.0 of Section-5 &3.8.0 of Section-3

3.2.0 SERVICE CONDITIONS

The materials supplied shall be suitable for operation under the following climatic and other conditions:

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

3.2.1. STANDARDS :

The air conditioning equipment shall comply fully with latest editions of relevant Indian Standards. The following Indian Standards may also be referred to:

IS: 660 – Safety code for mechanical refrigeration

IS 659:1964 (reaffirmed 1996)-Safety Code for Air-Conditioning
IS 8148:200 - Packaged Air-Conditioners

ANSI-B-31.5 – Refrigeration piping

BS-6540(Part-1) – Air filters used in air conditioning and general ventilation
BEE – Energy Efficiency Star Certifications

In case of any conflict between the Standards and this specification, this specification shall prevail. Relevant sections of IE Act & Rules

3.2.2. DRAWINGS AND DIAGRAMS :

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Prospective bidders may visit the sub stations for collecting Indicative Drawings of the control rooms/buildings of sub-station. A Circle wise list of which is specified in Schedule I of this Bidding Document for preparing estimate for the bid.

3.2.3. DESIGN CONDITIONS :

The system is to be designed to provide air-conditioning in the rooms to maintain a temperature between 24.0°C to 25.0°C at 55% relative humidity with a tolerance of +/- 5% in relative humidity, under maximum ambient condition of 45°C, without formation of hot pocket zone in any part of the air-conditioned rooms. The designed cool air temperature and relative humidity shall be uniformly maintained at all parts of the air-conditioned zone.

3.3.0 TYPE TEST REPORTS

3.3.1. **Equipments, which have never been tested for critical performance, shall not be accepted.** In such cases, a promise or agreement by a bidder to have the equipment tested after award of a contract is not acceptable.

3.3.2. All Bids must be accompanied by the full Type Test Certificates of equipment offered. Such type test certificates shall be acceptable only if:-

- (a) Tests are conducted in an independent and well known testing laboratory & test report should inclusive of duty cycle of compressor, etc. or
- (b) BEE test certificates for star rating with inverter type, power requirement.

3.3.3. Test reports to be acceptable must be related directly to the materials offered. Test reports for higher class of items are acceptable with commitment to perform the type tests free of any charge on the particular items after the award of contract.

Type Test Reports older than three (3) years on the date of Technical bid opening shall not be accepted.

3.3.4. This clause has reference to bid document Clause 2.3.3, Appedix-2 of ITB, Section-1, „Evaluation and Qualification Criteria’.

3.4.0 GUARANTEED TECHNICAL PARTICULARS

This specification covers the minimum requirements for the design, engineering, manufacturing, inspection, testing and supply of Air Conditioning & Ventilation system. In addition to concurrence to this specification following consideration to be taken:

Compliance with applicable IS codes & standards as well as any statutory regulation in existence for a specific item.

The Guaranteed Technical Particulars of the equipment shall be furnished by the Bidders in the prescribed Schedules of this Section with the Technical Bid. The Bidder shall also furnish any other information's as in their opinion is needed to give full description and details to judge the item(s) offered by them.

The data furnished in Guaranteed Technical Particulars should be the minimum or maximum value (as per the requirement of the specification) required. A Bidder may guarantee a value more stringent than the specification requirement. However, for testing purpose or from performance point of view, the material shall be considered performed successfully if it achieves the minimum/maximum value required as per the technical specification. No preference whatsoever shall be given to the bidder offering better/more stringent values than those required as per specification except where stated otherwise.

3.5.0 GENERAL REQUIREMENTS

- a) As mentioned in para 3.1.0 above, the eco friendly, inverter type split Air-conditioning equipment shall be standard product of the manufacturer and of a design of proven reliability & satisfaction in the service intended.
- b) The system shall be designed for continuous operation of 24 hours a day and 365 days in a year to maintain the proper temperature of the rooms.
- c) The condensing unit shall be air-cooled type and shall be provided with hermetically sealed compressor meant to give a durable, trouble free and low noise performance. The compressor shall be capable of operating continuously at the maximum ambient temperature of 45°C. The condensing unit shall be suitable for outdoor installation in a weather exposed to sun and rain.
- d) Cooling units of higher cubic foot per minute (CFM) are to be provided to cover the depth of the room.
- e) The refrigerant shall be non-inflammable, non-toxic and non-explosive and have the pressure and temperature characteristics suitable for this operation. The refrigerant must be chlorine free R410A is used as being the safest.
- f) All refrigerant pipes shall be of copper possessing sufficient strength and size suitable for service and shall be provided with thermal insulation of suitable material.

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- g) Air-conditioning system shall be complete with condensing units, interconnecting refrigerant copper piping, PVC piping for condensed water drain, wiring between the outdoor condensing unit and indoor room unit, wiring between AC Distribution Board and outdoor condensing unit, protection devices, temperature control units and other accessories. All wiring shall be fire retardant. The inclination of the PVC piping for draining away of water shall be properly adjusted so that water leaked from the air-conditioning units is drained away from the room.
- h) **The equipment shall run without voltage stabilizer as such it shall be suitable for operation on 145V-290V, single phase AC, 50 Hz supply.** Necessary earthing arrangement shall be made by the contractor.

3.5.1. TECHNICAL REQUIREMENTS:

Air conditioning requirement of rooms indicated above shall be met using split AC units. High wall type split AC units of 2 ton capacity each with high wall type indoor evaporator unit shall be used for all rooms.

- a) High wall type split AC units of 2Ton capacity each complete with air-cooled outdoor condensing unit having hermetically sealed compressor and high wall type indoor evaporator unit with cordless remote controller.
- b) Copper refrigerant piping complete with insulation between the indoor and remote outdoor condensers as required.
- c) PVC drain piping from the indoor units upto the nearest drain point.
- d) Fire retardant power and control cabling between the indoor unit and outdoor unit and earthing.
- e) MS brackets for outdoor condensing units, condensers as required.

3.6.0 Technical Specification of Split Air Conditioning units

- a. The split AC units will be complete with indoor evaporator and outdoor condensing units and cordless remote control units with Stabiliser free operations. **The Ac units should possess Energy Efficiency Rating(EER)/ Indian Seasonal Energy Efficiency Rating(ISEER) as "3.5 and above"**.
- b. The design features shall be such that it should be made of
- c. Outdoor unit shall comprise of hermetically sealed dual rotary compressors mounted on vibration isolators, propeller type axial flow fans and copper tube aluminium finned coils all assembled in a sheet metal casing. The casing and the total unit shall be properly treated and shall be weatherproof type. They shall be compact in size and shall have horizontal discharge of air.
- d. The indoor units shall be high wall type. The indoor unit shall be compact and shall have elegant appearance. They shall have low noise centrifugal blowers driven by special motors and copper tube aluminium finned cooling coils. Removable and washable polypropylene filters shall be provided. They shall be complete with multi function cordless remote control unit with special features like programmable timer, sleep mode and soft dry mode etc.
- e. The split AC units shall be of reputed manufacturers' make like **Diakin/ Hitachi/ LG/Voltus/Lloyd**.

3.6.1. DOCUMENTS

- a) Before supply of Goods, the Contractor has to submit detail drawings indicating the main serviceable components, plan layout of each location of the equipment including pipings etc, GTP, etc in soft copy and three numbers of hard copies for according of approval from P&E wing of AEGCL
- b) After supply, erection, testing and commissioning of the air-conditioning units, the bidder shall submit the following documents in triplicate:
 - i). As-built drawing of the air-conditioning system.
 - ii). Instruction manual for operation and maintenance of the air-conditioning system.
 - iii). Guarantee certificate as per relevant Clause of General Condition of Contract and CL 3.1.0 (C) of the Technical Specification.

3.7.0 ERECTION, TESTING & COMMISSIONING

- 3.7.1. The Bidder should note that some of the ACs covered under this bidding document shall be used in replacing unserviceable ACs in existing Substations of AEGCL. The work of dismantling the unserviceable ACs shall be the responsibility of the bidder.
- 3.7.2. It is the responsibility of the bidder/ supplier to ascertain storage of the dismantled ACs in a safe manner at a location inside the Substations complex as directed by the Site Engineer (Resident Engineer)

3.8.0 Comprehensive Annual maintenance Contract (CAMC)

The term CAMC shall include cost on account of all repair and maintenance of all the air conditioners, replacement of spare parts / mechanical parts thereof, oiling, chemical washing/ cleaning, greasing (general servicing), gas filling, replacement of filter and replacement/ repair of any or all the parts of A.C. machines including replacement of motors, replacement of faulty compressor, during the currency of the contract at the exclusive risk, responsibility and cost of the

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Contractor. The connecting wire/ plugs or the switch shall be supplied initially by the office and their replacement during the currency of the contract shall be the responsibility of the Contractor. In brief, the department shall not bear any cost for anything whatsoever after the air conditioner units have been handed over to the Contractor for maintenance.

3.8.1. GENERAL INSTRUCTIONS FOR MAINTNENCE/SERVICE:

3.8.1.1. The contractor will keep adequate quantity of spares for immediate repairs and will replenish the same from time to time as per requirement. The contractor will supply, repair / replace all the spare parts during the currency of the contract as mentioned in the scope of work and as per guidelines of the Client.

3.8.1.2. The contractor will attend to the complaints and breakdowns promptly as and when required.

3.8.1.3. The contractor should have all requisite service facilities at their work centres for carrying out such works and a contact telephone number for attending to urgent repairs even after office hours.

3.8.1.4. The contractor will make arrangement for all necessary tools, tackles and equipments for carrying out the above service contract including trolley, vacuum pump, gas charging equipments etc.

3.8.1.5. The spare parts supplied by the contractor should be brand new /original one and from the manufacturers. Used /repaired spare parts will not be accepted. Before using any spare, the same should be shown and got approved by the Client. The contractor will ensure that the repairs carried out do not require same repairs again within a reasonable time.

3.8.1.6. Contractor will perform the leak test and ensure that there is no leakage and required refrigerant gas is there.

3.8.1.7. The technician deputed for the job shall be skilled and have sufficient experience.

3.8.2. MONTHLY & HALF YEARLY SERVICING:

3.8.2.1. CAMC of Air conditioners includes servicing of Air conditioners monthly and half yearly as per the activities mentioned below (Dry Service- monthly and wet service-half yearly) and attending breakdowns whenever required.

3.8.2.2. Monthly Service shall include:

- a) Cleaning / Replacement of filter
- b) Checking operation of the controls of the air conditioners such as thermostat, relays, remote control etc.
- c) Checking airflow through the supply air grill, return air grill, condenser.
- d) Checking up of electrical power outlet / MCB
- e) Checking operation of the drive motor and fans
- f) Checking air temperature
- g) Checking firmness of the supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc.
- h) Replacement of any component of air conditioners found defective after the above checking and tests
- i) Charging of Refrigerant gas during the period of Contract if need arises.

3.8.2.3. Half Yearly Service shall include:

- a) Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high pressure jet of water
- b) Greasing of blower motors and all moving parts
- c) Painting of air conditioners, if required.

3.8.2.4. The work shall be carried out as per the best engineering practices and to the satisfaction of Client.

3.8.3. REPAIRING OF AIRCONDITIONERS:

In general, all repairs should be carried out at the respective places of complaint only. Wherever repair is not feasible at the site of complaint or it requires additional facilities from other sources (e.g. fan motor rewinding etc.) faulty unit will be handed over to the contractor / its representative against acknowledgement as per prevailing procedures of the Employer. Contractor will carry out necessary repairs on the faulty unit and fix the unit back in its original place in operating condition under the intimation of Employer or his authorized representative.

3.8.4. REPLACEMENT OF COMPRESSORS:

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Replacement of failed compressor will have to be done within 05 days time from the date of intimation. The failed compressors shall be replaced by equivalent NEW compressors of same make only, failing which it shall invoke penalty clauses, as referred in the tender document.

3.8.5. ATTENDING OF BREAKDOWN:

Any breakdown call given by the Employer's representatives shall be attended immediately. In case contractor fails to attend the call within the stipulated / specific time limit or fails to carry out the job of maintenance like replacement of spares etc. due to any reasons whatsoever, the said job shall be got done through other agency at the discretion of Employer at the sole risk and cost of the contractor and the amount shall be deducted from contractor's bill. Decision of the Employer shall be final and binding in this regard.

Annexure – 1

GUARANTEED TECHNICAL PARTICULARS OF 2 TON 3.5 (EER & ISEER) and above capacity INVERTER TYPE SPLIT AIR CONDITIONER WITH ELECTRICAL ACCESSORIES

(To be filled in and signed by the Bidder)

1	GENERAL	
1.1	Manufacturer's Name & Address	
1.2	Type and Model as per Manufacturer	
1.3	Standards to which conform	
1.4	Nominal Capacity : 2 ton (Yes/ No)	
1.5	Cooling capacity :	
1.6	Material & size of refrigerant pipe	
1.7	Coefficient of performance : 3.5 (Minimum)	
1.8	Moisture removal rate : $2 \pm 10\%$ litre/ hour	
1.9	Air flow rate : 5.6 cmm (Min)	
1.10	Noise level Indoor unit : Less than 45 db	
1.11	Noise level Outdoor unit : Less than 55 db	
1.12	Function modes : Auto/Cool/Fan/Dry – shall have timers, sleep and power saving modes	
1.13	Other features : - Automated vertical swing for horizontal louvers	
1.14	Antifreeze thermostat	
1.15	Compressor : Dual Rotary type (Yes/ No)	

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1.16	Body surface finish : powder coated/high quality paint finish (Yes/ No/ Others – to be specified)	
1.17	Air filtering unit : Activated carbon cartridge, dust proof and anti-bacteria filter	
1.18	Length of tubings : 15 m or as per the installation requirement	
1.19	Remote handset : LCD display with night glow	
2	ELECTRICAL PARAMETERS	
2.01	Power required for each unit (WATT)	
2.02	AC Supply Voltage range in (Volts) & frequency	
2.03	Other specific particulars relating to the system	
2.04	Voltage Stabilizer : Stabilizer having ISI quality certification and rating capable of power requirements of the intended load. (Please specify)	
2.05	Cables and Wires:- (as per reqd length) Manufacturer/ Brand a. fire retardant (Yes/No) b. Material (Copper) c. size (min 4 mm ²) d. capacity (Amp) e. Insulation	
2.06	Push Button Starters a. Manufacturer/ Brand b. Standards c. Capacity (Amps)	
3	AIR PARAMETERS	
3.01	Total designed Tonnage Capacity	
3.02	Air Quantity (cmm)	
3.03	Supply cool air throw distance	
3.04	Static pressure of each room unit	

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Section - 4 General Conditions of Supply and Erection of AEGCL This Section „General Conditions of Supply and Erection 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 of AEGCL

Section 5

Special Conditions of Contract

This Section ‘SCC’ is supplementary to Section -4 ‘General ConditionsofSupply and Erection of AEGCL’.

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

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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 Supplier, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

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

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

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar

month.

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

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

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

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

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

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

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

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

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

5.2.0 CONTRACT DOCUMENTS

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

5.3.0 LEGAL JURISDITCTION

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

5.4.0 LANGUAGE

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

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5.5.0 SCOPE OF SUPPLY

- 5.5.1. The Goods and Related Services to be supplied shall be as specified in Schedule No. 1, Schedule No. 1A and Schedule No. 2 of Section -2, Bidding Forms.
- 5.5.2. Unless otherwise stipulated in expressly limited in the **Purchaser's Requirements**, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

5.6.0 DELIVERY SCHEDULE

- 5.6.1. For the purpose of determining the completion time of the Contract, the date on which the Supplier signs the Contract Agreement, shall be taken as Commencement Date of the contract.
- 5.6.2. The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Article 3 of the Contract Agreement (Contract Forms) or within such extended time to which the Supplier shall be entitled under **SCC Clause 5.17.0** hereof.

5.7.0 CONTRACT PRICE

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

5.8.0 TERMS OF PAYMENT

- 5.8.1. The Contract Price shall be paid as specified in subsequent sub-clauses, if not provided in Contract Forms, Section-6.
- 5.8.2. Payment against Goods and F&I (Price Schedule 1& 1A) shall be made as follows:-

80% payment would be admissible within six (6) weeks from the date of receipt of the plants/ materials /equipment at site in full and good condition less deduction of Retention Money (as per **SCC Clause 5.9.0**) and advance (if and as applicable as per **SCC Clause 5.8.4**) and as per terms and conditions stipulated in the Contract Agreement. The balance amount will be paid after successful completion of related erection works.

Payments as above will be made under following conditions:-

- a. Advance copy of bills in duplicate and following documents are received sufficiently in advance:
 - Suppliers invoice showing LOA reference , Goods description, quantity dispatched, unit price, total amount (6 Copies);
 - Packing List;
 - Railway receipt/ LR;
 - Manufacturer's guarantee certificate of Quality;
 - Material inspection Clearance Certificate for dispatch issued by Purchaser;
 - Insurance certificate;
 - Physical verification certificate of material received at site by Purchaser/Purchaser's site representative.
- b. Any charges on account of late intimation and/or delivery of documents by the Bank are to be borne by the Supplier.
- c. The supplier should intimate the dispatch of each and every consignment to the "Purchaser" and the Consignee.
- d. All Bank charges are to be borne by the Supplier.

- 5.8.3. Payment against Installation and Other Services (Price Schedule 2) shall be made as follows:-

Payment up to 100% of erection items will be made against bills within six (6) weeks from the date of submission of bills less deduction of Retention Money (as per **SCC Clause 5.9.0**) and advance (if and as applicable as per **SCC Clause 5.8.4**)

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and as per terms and conditions stipulated in the Contract Agreement. The bidder is to submit bills for erection item for each T&T circle separately. No progressive bill will be accepted or paid against substation basis.

5.8.4. ADVANCE PAYMENT

No advance payment is applicable for this contract.

5.9.0 RETENTION MONEY

5.9.1. In addition to the Performance Security deposit, 5% value of each progressive bill will be retained by the Purchaser as „Retention Money’. The amount will be held by the Purchaser till the supply and related services under the contract is completed.

5.9.2. No interest shall be payable on such retentions.

5.10.0 PERFORMANCE SECURITY DEPOSIT

5.10.1. Subject to *Clause 5.10.2*, the Supplier shall have to deposit to the extent of 10% (ten percent) of the contract value as performance security (Bank Guarantee), within fifteen (15) days of receipt of Letter of award, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 30 days beyond the warranty period. Three months prior the expiry of the 10% Performance Security (BG), another performance security (Bank Guarantee) for 5% of the contract value for the period of the AMC (i.e. 3 years from the date on which warranty expires) shall have to be submitted. The performance guarantee shall be valid beyond 30 (thirty) days of completion of AMC period. Non submission of this 5% Bank Guarantee shall result in forfeiture of the Bank Guarantee against 10% of contract value.

5.10.2. If the Supplier 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.

5.10.3. No interest shall be payable on such deposits.

5.11.0 WARRANTY

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

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

5.11.3. The warranty for **twelve (12)** months will start after taking over/completion of the scope of work circle-wise(as mentioned in the price schedules), however for **compressor, warranty shall remain for sixty (60) months** from the date of taking over/completion. After the completion of the warranty period mentioned above, the whole lot of Air Conditioners and Accessories shall be taken under an **Annual Maintenance Contract**. If during the Period Warranty any defect is found, the Purchaser shall give Notice to the Supplier/Manufacturer stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier/Manufacturer to inspect such defects.

5.11.4. If having been notified, the Supplier/Manufacturer fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Supplier/Manufacturer, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

5.12.0 COPYRIGHT ETC

5.12.1. The Supplier 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 Supplier 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.

5.13.0 QUANTITY VARIATION

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

5.14.0 INSPECTION AND TESTING

- 5.14.1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections 3, Purchaser's Requirements.
- 5.14.2. The inspections and tests may generally be conducted on the premises of the Supplier/Manufacture, at point of delivery. Subject to Sub-Clause 5.14.3, The Supplier shall furnish all reasonable facilities and assistance, including access to drawings and production data to the inspectors at no charge to the Purchaser.
- 5.14.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in SCC Sub-Clause 5.14.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 5.14.4. Whenever the Supplier is ready to carry out any such test and/or inspection, the Supplier shall give a reasonable advance notice (not less than 30 days) of such test and/or inspection and of the place and time thereof to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 5.14.5. The Supplier/manufacture shall provide the Purchaser with a certified report of the results of any such test and/or inspection.
- 5.14.6. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to SCC Sub-Clause 5.14.4
- 5.14.7. If it is agreed between the Purchaser and the Supplier that the Purchaser shall not attend the test and/or inspection, then the Supplier may proceed with the test and/or inspection, and should provide the Purchaser with a certified report of the results thereof.
- 5.14.8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to SCC Sub-Clause 5.14.5&5.14.7, shall release the Supplier from any warranties or other obligations under the Contract.

5.15.0 INSURANCE

- 5.15.1. The "Supplier" 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.
- 5.15.2. The "Supplier" 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.
- 5.15.3. 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.
- 5.15.4. 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 Supplier.
- 5.15.5. 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 "Supplier" with the Purchaser or take any other appropriate action.

5.16.0 FORCE MAJEURE

Section 2 - Bidding Forms

- 5.16.1. "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
 - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
 - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
 - (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 5.16.2. 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.
- 5.16.3. 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 5.17.0**.

5.17.0 EXTENSION OF TIME FOR COMPLETION

- 5.17.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Supplier 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 5.13.0; and**
 - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.16.0**.
- 5.17.2. Except where otherwise specifically provided in the Contract, the Supplier 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 Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to a Dispute Board, pursuant to **SCC Sub-Clause 5.20.0**.

5.18.0 LIQUIDATED DAMAGE

- 5.18.1. The Supplier 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 Supplier shall be entitled under **SCC Clause 5.17.0** hereof.
- 5.18.2. If the Supplier fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.17.0**, the Supplier shall pay to the Purchaser liquidated damages at the rate of $\frac{1}{2}$ % (**half 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 Supplier from any of its obligations to complete the Works or from any other obligations and liabilities of the Supplier under the Contract.

Section 2 - Bidding Forms

5.18.3. 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 Supplier; or
- (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Supplier and forfeit the security deposit.
- (c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 5.19.0**.

5.19.0 CONTRACTUAL FAILURE

5.19.1. In the event of contractual failure of any respect on the part of the Supplier, 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 "Supplier" or pending enquiry, suspend him or take any other steps considered suitable.

5.20.0 ARBITRATION

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

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

5.21.0 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)

5.21.1. The Annual Maintenance contract will start once the warranty period of supplied ACs and accessories are over. The bidder has to submit BG of 5% of the contract value as performance guarantee three months prior to completion of warranty period against amount for AMC (Schedule-3 of Section-2). The performance guarantee shall be valid beyond 30 days of completion of AMC period. Non submission of CAMC Bank Guarantee shall result in forfeiture of the Bank Guarantee against the Supply and Erection Contract.

5.21.2. The time period required for Annual Maintenance is three (3) years after the warranty of supplied goods as per clause no 5.11.0.

5.21.3. The failure in executing the AMC will lead to Black Listing the Manufacturer/supplier by the Employer as per Clause 5.19.0 of SCC.

Section 2 - Bidding Forms

Section 6 - Contract Forms

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

Table of Forms

1. Notification of Award
2. Contract Agreement
3 **Contract Agreement for Annual Maintenance**
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Section 2 - Bidding Forms

1. Notification of Award

[AEGCL's letter head]

Letter of Acceptance

Supply of Goods and Related Services

[date]

To: [Name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Contract Data] for the Contract Price in the aggregate of [amounts in numbers and words] [name of currency] (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 „Supply and Delivery Contract' 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: Contract Agreement

Section 2 - Bidding Forms

2. Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____,

BETWEEN

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

WHEREAS AEGCL desires to engage the Supplier to the „Supply and Related ServiceContract’covering inter-alia supply of Inverter type **Air Conditioners** with all accessories and delivery to various Substation Sites of AEGCL and Related Services including erection, testing and commissioning, as detailed in the Contract Document, and the Supplier has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1

1.1 Contract Documents (Reference SCC Clause 5.2.0)

Contract Documents

The following documents shall constitute the Contract between the Purchaser and the Supplier, 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 Supplier
- (c) Letter of Technical Bid and Technical Proposal submitted by the Supplier
- (d) Special Conditions of Contract
- (e) General Conditions of Supply and Erection.
- (f) Specification(Purchaser’s Requirements)
- (g) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
- (h) Guaranteed and other Technical Particulars (as submitted with the Bid).
- (i) Any other documents (if necessary) 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

Section 2 - Bidding Forms

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

The Contract Price is FIXED for entire period of the Contract.

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 Supplier are given in the Appendix (Terms and Procedures of Payment) hereto.

Article 3

Commencement Date and Completion Time

3.1 **Commencement Date** (Reference SCC Clause 5.6.1)

The Commencement Date upon which the period until the Time for Completion of the total scope under the Contract shall be counted from is the date when this Contract Document is signed.

3.2 **Completion Time** (Reference SCC Clause 5.6.2)

The whole scope under this Contract shall be completed **within Six (6)** months from Contract Commencement Date with following schedule:

Article 4. Appendices

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

5.2 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 Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Section 2 - Bidding Forms

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 Supplier

[**Signature**]

[**Title**]

in the presence of

[**Signature**]

[**Title**]

APPENDICES

Appendix 1 - Terms and Procedures of Payment

Appendix 2 - Time Schedule

Appendix 3- Performance Security.

Appendix 4 – Price Schedules.

Appendix 5 - Guaranteed and Other Technical Particulars.

Section 2 - Bidding Forms

site (sale-in-transit) will be paid after each shipment against documentary evidence. This payment shall be released by Purchaser directly to the Supplier against invoices to be submitted by the Supplier.

2. Progressive Payment for Related Services (Supervision of Erection, Testing and Commissioning) (Schedule-2):

The Contract price shall be paid T&T Circle wise on receipt of Payment Application and on completion certification by the Purchaser/ his site representative. No progressive bill on erection works within a T&T Circle will be paid.

Appendix 2 - Time Schedule

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

Appendix 3 - Form of Performance Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

To: _____ [name of Purchaser]
_____ [address of Purchaser]

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

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier/Manufacturer 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 Supplier/Manufacturer such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier/Manufacturer, up to a total of _____ [amount of Guarantee]¹ _____ [in words], such sum being payable in the currencies in which the Contract

¹ An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

Section 2 - Bidding Forms

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 Supplier/Manufacturer 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 scope 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.

This guarantee shall be valid until the date, 30 days beyond the Warranty Period as per the Contract.

Signature and Seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Appendix 4–Price Schedules

Appendix 5–Guaranteed and other Technical Particulars

Section 2 - Bidding Forms

3. Contract Agreement for Annual Maintenance

THIS AGREEMENT made the _____ day of _____, _____,

BETWEEN

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

WHEREAS AEGCL desires to engage the Supplier for Annual Maintenance for a period of five (5) years after warranty period is over of the supplied goods under the Contract Agreement to the „Supply and Related Service Contract“ covering inter-alia supply of Inverter type **Air Conditioners** with all accessories and delivery to various Substation Sites of AEGCL and Related Services including erection, testing and commissioning, as detailed in the Contract Document, and the Supplier has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1

1.1 Contract Documents (Reference SCC Clause 5.2.0)

Contract Documents

The following documents shall constitute the Contract between the Purchaser and the Supplier, 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 Supplier
- (c) Letter of Technical Bid and Technical Proposal submitted by the Supplier
- (d) Special Conditions of Contract
- (e) General Conditions of Supply and Erection.
- (f) Specification (Purchaser's Requirements)
- (g) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
- (h) Guaranteed and other Technical Particulars (as submitted with the Bid).
- (i) Any other documents (if necessary) shall be added here

Section 2 - Bidding Forms

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 Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall [. . . **amounts in rupees in words** . . .], [. . . **amounts in figures**. . .] as specified in Price Schedule No. 4 (AMC).

The Contract Price is FIXED for entire period of the Contract.

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 Supplier are given in the Appendix (Terms and Procedures of Payment) hereto.

Article 3

Commencement Date and Completion Time

3.1 **Commencement Date** (Reference SCC Clause 5.21.1)

The Commencement Date upon which the period until the Time for Completion of the total scope under the Contract shall be counted from is the date when this Contract Document is signed.

3.2 **Completion Time** (Reference SCC Clause 5.21.4)

The Annual Maintenance scope under this Contract shall be five (5) years from Contract Commencement Date with following schedule:

Article 4. Appendices

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

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

Section 2 - Bidding Forms

IN WITNESS WHEREOF, the Purchaser and the Supplier 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 Supplier

[**Signature**]

[**Title**]

in the presence of

[**Signature**]

[**Title**]

APPENDICES

Appendix 1 - Terms and Procedures of Payment

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Appendix 5 - Guaranteed and Other Technical Particulars.

Appendix 1 – Terms and Procedure of Payment

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

(A) Terms of Payment

Schedule No. 3–Annual Maintenance

100% payment would be admissible as per SCC clause 5.21.5. The amount against Schedule-3 will be divided equally for 5 (five) years and payment will be after the end each one year period.