

**BIDDING DOCUMENT**  
**FOR**  
**Construction of 33kV line for connectivity to 33kV Gunjung**  
**feeder bay at 132kV Haflong GSS using 33kV XPLE Cable laid**  
**in cable trench along with associated works**  
**under “Deposit Works”**



**ASSAM ELECTRICITY GRID**  
**CORPORATION LIMITED**

**BID IDENTIFICATION NO:**  
***AEGCL/MD/Tech-628/Gunjung Bay/33kV Line/SS-182/BID***

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## Section 1 –

### Instructions to Bidders

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

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## Section 1 – Instructions to Bidders

### 1.1.0 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 **Managing Director** on behalf of **Assam Electricity Grid Corporation Limited (AEGCL)** (hereinafter referred to as "the Purchaser" or "AEGCL"), issues this Bidding Document for the supply of Goods and Related Services incidental thereto 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 4** (Special Conditions of Contract).

#### 1.1.2. Eligible Bidders

1.1.2.1. Subject to meeting the Qualifying Requirements, a Bidder may be a firm or company. When the bidder is a firm, the names and address of the partners should be indicated and a copy of the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid.

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

1.1.2.3. When the bidder is an individual carrying on business in a firm's name, the tender should be submitted by the owner of the firm, who may describe himself as carrying on business in the firm's name.

### 1.2.0 Contents of Bidding Document

#### 1.2.1. Sections of Bidding Document

1.2.1.1. The Bidding Document consists of following six Sections, and should be read in conjunction with any Addenda issued in accordance with ITB **Clause** 1.2.3.

Section 1 - Instructions to Bidders (ITB) with Appendix-1 and Appendix-2

Section 2 - Bidding Forms (BDF)

Section 3 - Purchaser's Requirements (PRQ)

Section 4 - "General Conditions of Supply and Erection of AEGCL"

*(This section is supplied separately)*

Section 5- Special Conditions of Contract (SCC)

Section 6 - Contract Forms (COF)

1.2.1.2. *The completed Section 6 shall constitute "the Contract".*

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

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

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

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

- 1.2.2.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS** or raise his enquirers 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 sites where the works are to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the sites shall be at the Bidder's own expense.
- 1.2.2.3. The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 1.2.2.4. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the **BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 1.2.2.5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than **one week** before the pre-bid meeting.
- 1.2.2.6. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITB Clause 1.2.3** and not through the minutes of the pre-bid meeting.
- 1.2.2.7. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 1.2.3. **Amendment of Bidding Document**
- 1.2.3.1. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 1.2.3.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with **ITB Clause 1.2.1.4**.
- 1.2.3.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Clause 1.4.2.2**.

### 1.3.0 Preparation of Bids

#### 1.3.1. Cost of Bidding

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

#### 1.3.2. Language of Bid

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

#### 1.3.3. Documents Comprising the Bid

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

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

- (a) Letter of Technical Bid;
- (b) Bid Security, in accordance with **ITB Clause 1.3.9**;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB Clause 1.3.10.1**;
- (d) Documentary evidence in accordance with **ITB Clause Error! Reference source not found.** 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 plant and services 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, and 1.1.2.3**;
- (g) Any other document required in the **BDS**.

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

- (a) Letter of Price Bid;
- (h) completed schedules as required, including Price Schedules, in accordance with **ITB Clauses 1.3.4** and **1.3.7**; and
- (i) any other document required in the **BDS**

#### 1.3.4. Letter of Bid and Schedules

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

#### 1.3.5. Documents Establishing the Eligibility and Qualifications of the Bidder

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

### 1.3.6. Documents Establishing Conformity of the Goods and Services

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

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

### 1.3.7. Bid Prices

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 (1 & 2) 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

Schedule No. 2: Installation along with other related works including erection, testing and 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 non-responsive.
- 1.3.8.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with **ITB Clause 1.3.9**, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

### 1.3.9. Bid Security

- 1.3.9.1. The Bidder shall furnish as part of its bid, in original form, a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**.
- 1.3.9.2. The bid security shall be a demand guarantee, in the 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 1.3.8.2or**
  - (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**.

### 1.3.10. Format and Signing of Bid

- 1.3.10.1. The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in **ITB Clause 1.3.3**
- 1.3.10.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the

authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialised 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 interrelations, erasures, or overwriting shall be valid only if they are signed or initialised by the person signing the bid.

#### 1.4.0 Submission and Opening of Bids

##### 1.4.1. On-line submission of Bids

1.4.1.1. The Technical as well as Price Bid should be submitted through online portal only.

1.4.1.2. For Technical bid, all forms and supporting documents as required by ITB Clause 1.3.2 and duly signed and stamped as per ITB Clause 1.3.10 are to be uploaded to the e-tendering portal. The documents are to be uploaded 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

1.4.1.3. The Price Bid must be submitted in the Price Schedule provided on the e-tendering portal as per the online format.

##### 1.4.2. Deadline for Submission of Bids

1.4.2.1. Bids shall be received **ONLINE** only on or before the date and time indicated in the **BDS**.

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

##### 1.4.3. Late Bids

1.4.3.1. The e-tendering portal shall allow the bidders to submit bids up to the date and time specified in ITB Clause 1.4.2 as per Server Clock. Bidders are advised to submit their bids well in advance of the deadline for submission of bids to avoid any last minute difficulties.

##### 1.4.4. Withdrawal, Substitution, and Modification of Bids

1.4.4.1. E-tendering portal shall allow modification of bids any time before the deadline for Bid Submission. A bidder may withdraw its bid, by sending a written notice duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 1.3.10.1**, Notices must be received by the purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause 1.4.2**.

1.4.4.2. 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 the bids received online 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 opened and 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 the Technical Bids shall be opened one at a time, and the following read out and recorded

- a. the name of the Bidder;
- b. the presence of a Bid Security, if required; and
- c. any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No bid shall be rejected at the opening of Technical Bids except for withdrawn bids.

1.4.5.4. The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal and alternate 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 invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

1.4.5.6. The Purchaser shall conduct the opening of Price Bids 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 the Price Bids shall be opened one at a time and the following read out and recorded:

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

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

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

## 1.5.0 Evaluation and Comparison of Bids

### 1.5.1 Confidentiality

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.

- 1.5.1.1. 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.
- 1.5.1.2. Notwithstanding **ITB Clause 1.5.1.1**, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing duly signed by an authorized representative.
- 1.5.2. **Clarification of Bids**
- 1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with **ITB Clause 1.5.9**.
- 1.5.2.2. If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 1.5.3. **Deviations, Reservations, and Omissions**
- 1.5.3.1. During the evaluation of bids, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the Bidding Document;
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 1.5.4. **Preliminary Examination of Technical Bids**
- 1.5.4.1. The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in **ITB Sub-Clause 1.3.3.2** have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, **the Bid may be rejected**.
- 1.5.4.2. The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer **shall be rejected**.
- a) Letter of Technical Bid;
  - b) written confirmation of authorization to commit the Bidder;
  - c) Bid Security; and
  - d) Technical Proposal in accordance with **ITB 1.3.6**.
- 1.5.5. **Responsiveness of Technical Bid**
- 1.5.5.1. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in **ITB Clause 1.3.3**.
- 1.5.5.2. A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- a) if accepted, would:
    - (i). affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or
    - (ii). limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
  - b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 1.5.5.3.** The Purchaser shall examine the technical aspects of the Bid submitted in accordance with **ITB Clause 1.3.6**, Technical Proposal, in particular to confirm that all requirements of Section 3 (Purchaser's Requirements) have been met without any material deviation or reservation.
- 1.5.5.4.** If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 1.5.6. Non material Nonconformity**
- 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 nonconformity in the Bid related to documentation requirements. Requesting information or documentation on such non conformity shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.5.6.3.** Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Appendix-2 of ITB (Evaluation and Qualification Criteria)**.
- 1.5.7. Detailed Evaluation of Technical Bids**
- 1.5.7.1.** The Purchaser will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:
- a) overall completeness and compliance with the Purchaser's Requirements; deviations from the Purchaser's Requirements; conformity of the goods and services offered with specified performance criteria; suitability of the goods and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
  - b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
  - c) other relevant factors, if any, listed in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.

**1.5.8. Eligibility and Qualification of the Bidder**

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

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

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

**1.5.9. Correction of Arithmetical Errors**

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

- a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- b) where there are errors between the total of the amounts of Schedule Nos. 1, & 2, 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, including 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**.

**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 determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

### 1.6.2 Notification of Award

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

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

### 1.6.3 Signing of Contract

1.6.3.1. Within seven (7) 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 Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in **Appendix – 4, Section 6 (Contract Forms)**, or another form acceptable to the Purchaser.

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

## APPENDIX TO ITB – 1

### Bid Data Sheet (BDS)

#### A. Introduction

ITB 1.1.1.1	The number of the IFB is: <b>AEGCL/MD/Tech- 628/Deposit/33kV Line (Gunjung-Haflong)/Pt-I/3</b>
	The Purchaser is: <b>Assam Electricity Grid Corporation Limited.</b>
	<p>The name of the Bid is:</p> <p><b>“Construction of 33kV line for connectivity to 33kV Gunjung feeder bay at 132kV Haflong GSS using 33kV XPLE Cable laid in cable trench along with associated works under “Deposit Works”</b></p> <p><b>The Identification Number of the Bid is: AEGCL/MD/Tech-628/Gunjung Bay/33kV Line/SS-182/BID</b></p>
ITB 1.2.2.1	For <b>clarification purposes</b> only, the Purchaser’s address is:  Attention: <b>The Managing Director, AEGCL</b> Street Address: <b>Bijulee Bhawan, Paltanbazar</b> Floor/Room number: <b>First Floor</b>  City: <b>Guwahati</b> PIN Code: <b>781001</b> Country: <b>India</b> Telephone: +91 361 2739520  Facsimile number: +91 361 2739513  Electronic mail address: <a href="mailto:cgmtt.aegcl@gmail.com">cgmtt.aegcl@gmail.com</a> (Subject: Gunjung Bay BID)
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 1.3.3.2(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 (if applicable).
ITB 1.3.7.1	Unless otherwise specifically indicated in the Section 3 (Purchaser’s Requirements), bidders shall quote for the entire plant and services on ‘single responsibility basis’.
ITB 1.3.7.5	The prices quoted by the Bidder shall be <b>FIXED for entire period of the Contract.</b>
ITB 1.3.8.1	The bid validity period shall be <b>180 (one hundred eighty)</b> days.
ITB 1.3.9.1	<b>The Bidder shall furnish a bid security amounting to Rs. 100,000/-</b>



ITB 1.3.10.1	The bidding is through E-tendering portal and received online, a bidder has to submit any document in hard copy if asked by the Purchaser.
ITB 1.3.10.1	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a written confirmation of Authorization to sign on behalf of the Bidder shall consist of <b>Notarized Power of Attorney</b> .
ITB 1.4.2.1	<p>For <b>bid submission purposes</b> only,  <b>(E-tenders shall be accepted through online portal <a href="http://assamtenders.gov.in">http://assamtenders.gov.in</a> only)</b>  The purchaser's address is:  Attention: <b>The Managing Director, AEGCL</b>  Street Address: <b>Bijulee Bhawan, Paltanbazar</b>  Floor/Room number: <b>First Floor</b>  City: <b>Guwahati</b>  PIN Code: <b>781001</b>  <b>The deadline for bid submission is</b>  Date: <b>16.04.2018</b>  Time: -12.00 Hours</p>
ITB 1.4.5.1	<p>The bid opening of Technical Bids shall take place at  <b>Office of The Managing Director, AEGCL</b>  Street Address: <b>Bijulee Bhawan, Paltanbazar</b>  Floor/Room number: <b>First Floor</b>  City: <b>Guwahati (Assam)</b>  PIN Code: <b>781001</b>  Country: <b>India</b>  Date: <b>17.04.2018</b>  Time: 3.00 Hours</p>

## 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).

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## 1. Evaluation

### 1.1 Technical Evaluation

In addition to the criteria listed in ITB 1.5.7.1 (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 Clauses 1.5.5.2, 1.5.5.3, 1.5.5.4, 1.5.6.1, 1.5.6.2, 1.5.6.3, 1.5.7.1(a) and 1.5.9.

### 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 the works is **120 days**. Bids not meeting the above time schedule shall be rejected. However, no credit will be given for earlier completion.

### 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 1.1.2 and shall submit necessary document as per the said Clause.
- 2.1.2 The Bidder who is not a manufacturer of equipments as required for in this bid for execution of the works shall submit a certificate of being an authorised dealer/distributor/agent of the manufacturer. ***In case, the Bidder is an authorised dealer/distributor/agent, the bidder must submit with the bid, an undertaking using ‘Form-MA’ (Manufacturer’s Authorisation), Section-4 (Bidding Form).***
- 2.1.3 Using the ‘Form LIT – 1’ (Section 4, 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 4, Bidding Form), with the Bid duly filled up.

- 2.2.2 Minimum **average annual turnover** of **Rs. 50,00,000/-**—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 4 (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.30,00,000/-**.

## 2.3 Experience

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

### 2.3.1 General Experience

Experience under contracts in the role of contractor, subcontractor, or management contractor in electrical works for at least the last 3(three) years prior to the bid submission deadline.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form EXP- 1
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### 2.3.2 Specific Experience

#### (a) Contracts of Similar Size and Nature

Participation as contractor(sole or lead partner in a JV), in atleast1 (one)contract each of following natureswithinthelast5 (five)years that have been successfully or substantially completed <ul style="list-style-type: none"> <li>Participation as contractor or Partner in a JV, in at least 1(one) contract within the last 5(five) years that have been successfully or are substantially completed where contract consists of turnkey execution of at</li> </ul>	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 2
--	-----------------------	-----------------------	----------------	----------------	--------------

least 1(one) transformer or line bay of 33kV voltage class or above.					
--	--	--	--	--	--

## 2.4 Technical Qualifying Requirements

2.4.1 The major equipment against this bid i.e 33kV XLPE Cable bidder must be manufactured by a manufacturer which fulfil the following -

(a)The Manufacturer must have production facility in India.

(b)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 4 (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.

(c)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 4 (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.

The **Performance & Completion certificates** should be recent & must not be older than **3 (three)** years on the date of opening of the Technical Bid.

(d)The turnkey contractor must ensure that manufacturer's representative is present during cable laying and installation to ensure proper procedures are followed to avoid any damage to the cable. The same should be clearly stated or committed in the Manufacturer's Authorisation submitted for XLPE Cable.

## Section –2

# BIDDING FORMS

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

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**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 Addenda 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 .....

.....

2 Letter of Price Bid

(TO BE FURNISHED FOR EACH PACKAGE SEPARATELY)

(NOT REQUIRED FOR E-TENDERING)

[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) .....%, and (ii) Related Services (Schedule 2, F& I,).....%
- (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 .....



### 3 Price Schedules

#### PREAMBLE

##### General

1. The Price Schedules are divided into separate Schedules as follows:  
Schedule No. 1: Supply of Goods  
Schedule No. 2: Installation including 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.

##### Pricing

4. Prices shall be filled in indelible ink/ on-line and any alterations necessary due to errors, etc., shall be initialed by the Bidder if asked for hardcopy.
5. Bid prices shall be quoted on-line 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 these forms are indicative only. All prices to be filled in the price schedule provided in the e-tendering portal only.**

### Schedule No. 1: Supply of Goods

SL No	Item Description	Measuring unit	Qty.	Unit Price (exclusive of taxes)	Unit GST	Total price exclusive of taxes
1	2	3	4	5	6	7=4X(5+6)
1	Design, Manufacture and supply of Single Core 1X300 sq mm 33kV XLPE (Al)cable as per technical specification (SECTION: 3)	Mtr.	1000			
2	Design, Manufacture and supply of 33kV Outdoor type cable end terminations with composite insulators (Sealing ends) with all materials complete in all respect suitable for the above 1X300 sq mm 33kV XLPE (Al) cable in bays 4 runs (3 cables per ckt. + 1 spare cable)	No.	8			
3	33kV Polymer Disc Insulator 90 KN	No.	3			
4	Bi-metallic Cable Lug (Assorted) suitable for the 33kv 300 sq mm XLPE Cable	No.	16			
5	MS Channel (100 x 50 x 6 mm)	Mtr	40			
6	Pole Clamp of GI Flat 65 x 12 mm	No.	30			
7	GI Steel Tubular Pole SP-66	No.	2			
8	GI Angle for Bracing (75 x 75 x 6 mm)	Mtr	20			
9	GI Angle	Kg	5250			
10	MS Nuts, Bolts and washers (Assorted)	Kg	20			

**Name of Bidder** \_\_\_\_\_

**Signature of Bidder** \_\_\_\_\_

1. All amounts shall be in Rupees
2. Prices shall be exclusive of taxes
3. Rates as per GST shall be loaded at the time of evaluation.

**Schedule 2:**  
**INSTALLATION & OTHER RELATED WORKS including**  
**ERECTION, TESTING & COMMISSIONING of XLPE cable**

Item No	Item Head	UOM	Qty.	Unit Price (Excl. of taxes)	Unit GST	Total Price
1	2	3	4	5	6	7=4X(5+6)
1	Construction of cable trench etc of size 750 X 1169 mm for XLPE cable including supply of all materials and labour as per specification & drawing.	Mtr.	250			
2.	Installation of cable in the constructed trenches and consequent testing and commissioning of 33kV XLPE cable.	LS	1			
3	Pole Grouting for Double pole/Four Pole	No.	2			

Name of the Bidder:

.....

Signature of the Bidder:

.....

<sup>1</sup>*All amounts shall be in Rupees.*

<sup>2</sup>*Use separate columns for each type of taxes. Other taxes mean entry tax, octroi, exit tax or any other taxes as applicable.*

#### 4 Format 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 and Address of Issuing Branch or Office** .....

**Beneficiary:** ..... **Name and Address of Purchaser** .....

**Date:** .....

**Bid Security No.:** .....

We have been informed that . . . . . **name of the Bidder** . . . . . (Hereinafter called "the Bidder") has submitted to you its bid dated . . . . . (Hereinafter called "the Bid") for the execution of . . . . . **Name & Identification No of Bid** . . . . . under Invitation for Bids No. . . . . ("The IFB").

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

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

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

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

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

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

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

### 5 Contract Execution Schedule

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

## 6 Bidders Qualification

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

### 6.1 Form ELI - 1: Bidder's Information Sheet

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

## 6.2 Form LIT - Pending Litigation

Each Bidder must fill in this form

<input type="checkbox"/> <b>No pending litigation in accordance with Criteria 2.1.3 of Appendix 2 of ITB (Evaluation and Qualification Criteria)</b>			
<input type="checkbox"/> <b>Pending litigation in accordance with Criteria 2.1.3 of Appendix 2 of ITB(Evaluation and Qualification Criteria)</b>			
Year	Matter in Dispute	Value of Pending Claim in Rupees	Value of Pending Claim as a Percentage of Net Worth

### 6.3 Form FIN - 1: Financial Situation

Each Bidder must fill in this form

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

#### Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

#### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



**6.4 Form FIN - 2: Average Annual Turnover**

Each Bidder must fill in this form

Year	Amount (Rupees)
<b>Average Annual Turnover</b>	
<input style="width: 100px; height: 20px;" type="text"/>	

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

### 6.5 Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in **Appendix 2 of ITB** (Evaluation and Qualification Criteria) with necessary supporting documents.

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

**6.6 Form EXP – 1: General Experience**

Each Bidder must fill in this form

<b>General Experience</b>				
<b>Starting Month Year</b>	<b>Ending Month Year</b>	<b>Years</b>	<b>Contract Identification and Name Name and Address of Purchaser Brief Description of the Works Executed by the Bidder</b>	<b>Role of Bidder</b>

### 6.7 Form EXP – 2: Specific Experience

Fill up one (1) form per contract.

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

## 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:

1. -----
2. -----
- 

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

**Notes:**

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

## **Section - 3**

# **Purchaser's Requirements**

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## Section 3 – Purchaser’s Requirements

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



## Section 3

### Purchaser's Requirements

#### 3.1.0 SCOPE

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

The scope of this bidder pertains to planning, design, engineering, manufacturing, supply, transportation, insurance, delivery at site, unloading, handling, storage, installation (including civil works), bonding, earthing, termination, testing, demonstration for acceptance, commissioning and documentation of **33kV single core 300 sq mm XLPE Aluminium cable complete with all associated materials and accessories for successful drawing/commissioning of 33kV transmission link inside Haflong GSS using XLPE cable**. The Power cable links shall transfer power at 33kV through single circuit in trefoil formation with single core 300 sq mm size Aluminium conductor in each phase.

1(one) spare power cable of single core 300 sq mm Aluminium conductor is also required to be provided in the above single circuit link.

##### 3.1.2. It is also responsibility of the Contractor to obtain any road permits and any other permits or licenses as may be required to execute the works.

#### 3.1 Scope of supply

The scope of supply of this tender includes but not limited to the following for completing work under the scope- Design, Engineering, Manufacturing, Testing, Inspection, Loading, Unloading, Transportation & Insurance Supply, delivery, and Storage at site

##### 3.1.1 33kV single core 300 sq mm XLPE Aluminium cable including all accessories like termination kits, straight through joint kit, earthing link box, bonding cables cable tags, jointing markers, warning tape etc necessary for completion of job, as per cable specification stated in this document. The scope of supply also includes supply of, hardware materials like nuts, bolts, washers and materials for civil works.

##### 3.1.3 Any other material and though not specifically mentioned in this document but required for completion of the work as per specifications.

#### 3.2 Scope of Installation and commissioning

The scope of installation and testing commissioning of this tender includes but not limited to the following for completing the works.

##### 3.2.1 Laying of **33kV 300 Sq mm XLPE AI** cables in cable trenches. Construction of cable trenches as specified in Schedule of quantities is also in the scope of the contractor.

##### 3.2.2 Laying and installation of 33kV outdoor end termination kit with polymeric hollow insulators for both ends including necessary accessories for making terminations & support of cables.

##### 3.2.5 Laying and installation of **Tre-foil clamp**, cable tags, cable phase identification band, clamp connector, lugs, danger plates, phase plate, HDPE pipes, GI pipes, galvanized MS structure and other misc items.

##### 3.2.7 Design, fabrication, supply and erection of galvanised steel structures (including its civil foundation) for cable end terminations (with all necessary accessories) for cables at cable conductor-junction point For End termination & straight through jointing work, Certificate of cable Jointing person from manufacturer of cable kit for this type of job is mandatory. Site in charge will ask copy of certificate before taking up cable jointing work.

##### 3.2.8 Laying and installation of materials related to cable sealing end, post insulators etc.

- 3.2.9 Installation of miscellaneous materials like sand, cement, bricks, bitumen etc. for civil works.
- 3.2.10 Any other works and though not specifically mentioned above but are required for successful completion of the work as per specifications, drawings and instruction of the site engineer.

### 3.3 ACCESS TO THE LINE AND RIGHT OF WAY

Right of way and way leave clearances shall be arranged by the Employer in accordance with the work schedules.

### 3.4 STANDARD & CODES

The cables and accessories shall comply with the current issues of IEC standards and documents detailed in this specification and other standards as appropriate.

Code	Description
IS 7098 : Part 2 : 1993	Cross-linked polyethylene insulated thermoplastic sheathed cables: For working voltage from 3.3kV up to and including 33kV.
IS 8130 : 1984	Conductors for insulated electric cables and flexible cords
IS 5831 : 1984	PVC insulation and sheath of electric cables.
IS 1255 : 1983	Code of practice for installation and maintenance of power cables up to and including 33KV rating.
IS 3975 : 1999	Mild steel wires, formed wires and tapes for armouring of cables.
IS 6380 : 1984	Elastomeric insulation and sheath of electric cables.
IS 10810	Methods of test for cables.
IS10418 : 1982	Drums for electric cables
IS 3975 : 1999	Mild steel wires, formed wires and tapes for armouring of cables.
IS 5 : 1994	Colours for ready mixed paints and enamels.
IS 617 : 1994	Aluminium and aluminium alloy ingots and castings for general engineering purposes (Superseded IS 20 : 1977)
IS 3043 : 1987	Code of practice for earthing.
IS 5578 : 1984	Guide for marking of insulated conductors.
IS 11353 : 1985	Guide for Uniform System of Marking and Identification of Conductors and Apparatus Terminals.
IS 5216 : Part I : 1982	Recommendations on Safety Procedures and Practices in Electrical Work.
IS 2071 : 1993	High voltage test techniques.
IEC-60540	Power cables with extruded insulation and their accessories and cords
EC 60060 : 1989	High Voltage Test Techniques

IEC-60502	Extruded solid dielectric insulated power cables for rated voltages from 1kV up to 30KV( $U_m = 36kV$ )
IEC-60754 : 1991	Tests on gases evolved during combustion of electric cables
IEC-60183 : 1990	Guide to the Selection of High Voltage Cables.
IEC-60230 : 1996	Impulse tests on cables and their accessories.
IEC-60840/ IEC- 62067	Testing
IEC-60287 : 1995	Calculation of the continuous current rating of cables (100% load factor).
IEC-60304 : 1982	Standard colours for insulation for low-frequency cable and wires
IEC-60331 : 1970	Fire resisting characteristics of Electric cables.
IEC-60332 : 1992	Tests on electric cables under fire conditions.
BS-5468	Cross-linked polyethylene insulation of electric cables
IEC-60228 : 1978	Conductors of insulated cables
IEC-60332 : 1993	Test on electric cables under fire conditions
IEC-60066	Environmental Test
IEC-60117	Graphical Symbols
IEC-60270 : 2000	Partial Discharge Measurements
CSA-Z299.1-1978h	Quality Assurance Program Requirements
CSA-Z299.2-1979h	Quality Control Program Requirements
CSA-Z299.3-1979h	Quality Verification Program Requirements
CSA-Z299.4-1979h	Inspection Program Requirements
ASTMD-2863	Measuring the minimum oxygen concentration to support candle like combustion of plastics (oxygen index)

### 3.5 COMPLIANCE TO SPECIFICATION:

The offer should be as per Technical Specification and the bidder shall submit the GTP duly signed with date and company seal for acceptance of the Technical bid unless which the bid may be considered as non-responsive.

In addition to applicable IS/IEC as detailed in Clause 3.4, the cable should generally adhere to the following among other parameters. The list is only indicative and in no way should be considered as exhaustive. The GTP submitted by the bidder shall be evaluated to meet all standard specification(s) of 33kV XLPE cable.

- 3.1.2.1. The Aluminium wires used for manufacturing the cables shall be true circular in shape before stranding and shall be compacted, uniformly good in quality, free from defects. All Aluminium used in the cables for conductors shall be of H2 grade. In case of single core cables, armour shall be of H4 grade Aluminium.
- 3.1.2.2. The fillers and inner sheath shall be of non-hygroscopic, fire retardant material, shall be softer than insulation and outer sheath shall be suitable for the operating temperature of the cable.
- 3.1.2.3. **Progressive sequential marking of the length of cable in metres at every one metre shall be provided on the outer sheath of all cables.**
- 3.1.2.4. The XLPE insulated cables shall be capable of withstanding a conductor temperature of 250°C during a short circuit without any damage.
- 3.1.2.5. The cables shall have outer sheath of a material with an oxygen index of not less than 29 and a temperature index of not less than 250°C.
- 3.1.2.6. All the cables shall pass fire resistance test as per IS: 1554 (Part-I).
- 3.1.2.7. The XLPE (90°C) insulated cables shall be of FR type, C1 category conforming to IS: 7098 (Part-I) and its amendments read along with this specification.
- 3.1.2.8. For XLPE cables, the inner sheath shall be of extruded PVC of type ST-2 of IS: 5831.
- 3.1.2.9. Armouring for single core cables, shall consist of aluminium wires/strips. The outer sheath shall be extruded PVC of Type ST-2 of IS: 5831 for all XLPE cables.

### 3.6 BASIC TECHNICAL DATA

#### 3.6.1 Service Conditions:

The materials supplied under this contract are to run entirely in the State of Assam India and shall be suitable for tropical climate conditions prevailing in the area as listed below:

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

#### 3.6.2 System Parameters

SI No	Description	Particulars
1	Nominal system voltage	33kV rms
2	Highest system voltage	36kV rms
3	System of grounding	Effectively earthed
4	Impulse insulation level KV peak	70kV peak
5	System frequency	50 Hz
6	No of circuit	1
7	No of phases	3
8	Rated short time current	25kA
9	Duration of fault current	1 sec

### 3.7 TECHNICAL REQUIREMENTS FOR SUPPLY PORTION

#### 3.7.1 CONSTRUCTION OF CABLES

The XLPE insulated, EHV cable shall conform to the requirements of **IEC 60502-2** (applicable clauses only) for construction and IEC 60840/IEC 62067(as applicable) for testing. The terminating accessories shall conform to IEC 60840/IEC62067 (as applicable). The offered cables and its terminating accessories shall be compatible with each other.

- 3.7.1.1 The cable shall be of 33kV EHV grade, single core, longitudinally watertight stranded or compacted circular Aluminium conductor, core screening by a layer of semiconducting water blocking tapes followed by a layer of semiconducting compound, super clean cross linked polyethylene (XLPE) dry cured insulation, insulation screening with semiconducting compound extruded directly over the insulation, longitudinal sealing by a layer of non woven tape with water swellable absorbent over insulation screen, followed by radial sealing (Metalsheath of Lead alloy 'E' ), metallic screening by concentric layer of plain copper wire followed by an open helix of copper & overall PE sheathed & graphite coated and conforming to the technical particulars of specification.
- 3.7.1.2 The construction of cable shall generally conform to the description mentioned at sl no.3.7.1.1 of the specification. Bidder may offer necessary layers such as separation tape, binder tapes etc additionally as per their manufacturing practices for meeting required performance of the offered cable. **The bidder shall enclose with the bid, drawing showing cross section of the cable.**
- 3.7.1.4 The conductors & insulation screen (non-metallic semi-conductive) shall be extruded in a single one-time process to ensure homogeneity and absence of voids.
- 3.7.1.5 They shall be designed to withstand all mechanical, electrical and thermal stresses under steady state and transient operating conditions.
- 3.7.1.6 Progressive sequential marking of the length of cable in metres at every one metre shall be provided on the outer sheath of the cable.
- 3.7.1.7 The cables shall have outer sheath of a material with an Oxygen Index of not less than 29 and a Temperature index of not less than 250°C.
- 3.7.1.8 Repaired cables shall not be accepted.
- 3.7.1.9 Allowable tolerance on the overall diameter of the cables shall be plus or minus 2 mm

#### 3.7.2 COMPOSITION OF CABLES

##### 3.7.2.1 CONDUCTOR

The conductor shall be of plain annealed **Aluminium** stranded wires. The shape of conductor shall be compacted circular having high compactness and smooth surface finish.

##### 3.7.2.2 CONDUCTOR SCREEN

The conductor screen shall consist of **extruded semi-conducting XLPE**. Semiconducting separator tapes may be applied between conductor and the extruded semiconductor XLPE.

##### 3.7.2.3 INSULATION

The insulation material shall be extruded cross-linked polyethylene. In order to ensure that the screen and insulation are intimately bonded together and free from all possibilities of voids between layers, the conductor screen, the insulation and the insulation screen should be extruded simultaneously in one

process **in single cross-head**. The extrusion process should be carried out under strictly controlled atmospheric conditions.

The thickness of the insulation layer should be maintained as the maximum value figured out from the design of the impulse voltage and A.C. voltage. The cross-linking process by N<sub>2</sub> gas should be preferred instead of conventional cross-linking process by saturated steam.

#### 3.7.2.4 INSULATION SCREEN

The insulation screen shall consist of extruded semi-conducting XLPE. Suitable bedding tapes shall be applied over the extruded semi-conducting XLPE.

#### 3.7.2.5 MOISTURE BARRIER

**Longitudinal water barrier:** The longitudinal water barrier shall be applied over insulation screen by a layer of **non-woven** synthetic tape with suitable water swellable absorbent.

**Radial Moisture Barrier:** This shall be of extruded **lead alloy "E" sheath**.

#### 3.7.2.6 METALLIC SCREEN:

The metallic screen shall be of plain copper wires, helically applied over the radial moisture barrier. A binder tape of annealed plain copper shall be applied in the form of an open helix over the copper wire screen. The combination of the metallic sheath (lead sheath) in combination with wire screen shall be designed to meet the requirement of the system short circuit rating of **25kA for 1 sec**.

#### 3.7.2.7 OUTER SHEATH

The outer sheath shall consist of extruded black coloured PE of ST2 grade. The outer sheath shall be designed for protection against termite and rodent attack and shall be coated with graphite.

#### 3.7.2.8 RATING

The bidder shall declare current rating of cable for maximum conductor temperature of 90 degree C under continuous operation. A complete set of calculation made in arriving at the current rating shall be furnished for laying condition under present scope as described in clause no.3.1 above.

### 3.7.3 CABLE JOINTING AND END TERMINATIONS ACCESSORIES

3.7.3.1 The cable jointing accessories shall include the end terminating kits, straight through joints and any special tools and tackles required for making joints, if any.

3.7.3.2 The straight through joints shall be inline/shield brake type either pre-moulded type or heat shrinkable type complete with all accessories. The exact type of straight through joint shall be finalised by IOCL/AEGCL during detailed engineering. The joint shall preferably be built up from the same material as the main cable and shall have electrical and mechanical withstand capabilities same as or better than the main cable. The joints shall be suitable for tropical climatic conditions.

3.7.3.3 The end termination at both substations shall be outdoor anti-fog, pre-fabricated type. The termination base plate and the cable's metallic sheath shall be electrically insulated from the supporting structure by means of self supporting stand-off insulators or any self supporting means designed to withstand both mechanical and electrical stresses in services.

3.7.3.4 For outdoor terminations at substation, the termination shall be within polymeric hollow insulator in brown or grey colour as per STP and standard practice of manufacturing in addition upon, arcing horn and shield ring shall have to be supplied. The termination shall be filled with an insulating compound (oil filled) up to a level where the electric field is substantially reduced and shall be offered from reputed vendor as per Maker's list.

- 3.7.3.5 The outdoor termination should be suitable for very heavily polluted atmospheric conditions with total creepage distance of 31 mm/kV and protected creepage distance of not more than 50% of total creepage distance. The cable end terminals for terminating the cables shall be fully compatible with the cables to be supplied.
- 3.7.3.6 The bidder shall furnish the detailed description on jointing procedure during detailed engineering.
- 3.7.3.7 The cable jointing accessories shall include the end termination kits as per price schedule, straight through joints and also any special tools and tackles required for making these joints.

### **3.7.4 CABLE DRUMS**

- 3.7.4.1 Cables shall be supplied in wooden or steel drums of heavy construction conforming to IS 10418 or applicable internationally accepted standards. Wooden drum shall be properly seasoned sound and free from defects. Wood preservative shall be applied to the entire drum.
- 3.7.4.2 Lengths for each size of power cable shall be approved by the AEGCL. The owner shall have the option of rejecting cable drums with shorter lengths.
- 3.7.4.3 A layer of waterproof paper shall be applied to the surface of the drums and over the outer most cable layer.
- 3.7.4.4 A clear space of at least 40 mm shall be left between the cables and the lagging.
- 3.7.4.5 Each drum shall carry the manufacturer's name, the purchaser's name, address and contract number and type, size and length of the cable, net and gross weight stencilled on both sides of drum. A tag containing the same information shall be attached to the leading end of the cable. An arrow and suitable accompanying wording shall be marked on one end of the reel indicating the direction in which it should be rolled.
- 3.7.4.6 Packing shall be sturdy and adequate to protect the cables, from any injury due to mishandling or other conditions encountered during transportation, handling and storage. Both cable ends shall be sealed with PVC/Rubber caps so as to eliminate ingress of water during transportation and erection.
- 3.7.4.7 The bidder shall consider supply of cable on returnable drums basis. Contractor shall take back all the cable drums from site after successful laying, testing and commissioning of cables. The bidder may quote the prices accordingly.
- 3.7.4.8 Embossing of outer sheet: the following details on the other sheet of cable at a regular interval of 1(one) meter.
- (a) Name of Customer
  - (b) Conductor size, type of insulation and voltage grade.
  - (c) Manufacturer's name.

### **3.7.5 TESTS**

- 3.7.5.1 Cables shall conform to all routine and acceptance tests as per IS 7098 (Part 2), amended up to date. All type test conducted during last 5 (Five) years as per IS including amendments or relevant IEC on the XLPE insulated HT cables should be submitted.
- 3.7.5.2 The diameter of test cylinder during bending test shall be as per IS: 7098 (part-II)/IEC or the diameter of drum barrel to be used for despatch of cables, whichever is lower.

3.7.5.3 Following additional type tests shall be carried out on outer sheath of XLPE insulated HT cable:

- a) Oxygen Index and Temperature Index test as per ASTM D-2863.
- b) Chemical composition test for verifying lead sheath composition.

3.7.5.4 For accessories all type test reports should be submitted as per IS 17573:1992/ IEC 60840:1999/ IEC62067 for owner's acceptance.

3.7.5.5 Tests as prescribed in IEC- 60840:1999, if applicable shall be performed after installation of cable.

3.7.5.6 Tests as prescribed in IS 10810 shall be performed on the cable.

### 3.7.6 TYPE TEST REPORTS

3.7.6.1 **Equipment which has 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.

3.7.6.2 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, *or*
- (b) Tests are conducted in manufacturer's own laboratory. In this case (i) the laboratory must have ISO 9000 (or its equivalent) series certification; and (ii) tests have been witnessed by technically qualified representatives of earlier clients or purchaser.

3.7.6.3 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.

3.7.6.4 ***Type Test Reports older than five (5) years on the date of Technical bid opening shall not be accepted.***

3.7.6.5 This clause has reference to bid document Clause 2.3.3, Appendix-2 of ITB, Section-1, 'Evaluation and Qualification Criteria'.

## 3.8 TECHNICAL REQUIREMENTS FOR LAYING AND INSTALLATION

### 3.8.1 LAYING AND INSTALLATION OF CABLE

3.8.1.1 Four (4) single core, 400 sq mm, 132 KV XLPE underground cables for single 132 KV circuit ( 3X1C + 1 spare) indicated above shall be laid throughout the designated route. All cables shall be installed to the minimum 2.5 M depths of cover, where the depth is measured to the top surface of either the cable or the duct containing the cable.

In addition to this, the cable shall be installed with additional mechanical protection, in the form of either 'stok boards', RCC tiles as per approved drawing in order to ensure proper mechanical protection of EHV. All RCC tiles and ducts shall be covered with Tile tape to clearly identify that cables have been installed now. However, as per requirement of the field, the UG XLPE cables shall also have to be laid:

1. In ducts.
2. In air at terminations.
3. At varying depths due to obstructions.
4. As per approved drawings.



3.8.1.2 The installation, testing and commissioning work for laying of cable in the entire route within the substation, through the outside cable laying corridor as per designated approved route shall mainly consist of:

- a) The route plan of the cable is enclosed with bid documents to enable the bidder to have assessment of the work involved. However, the bidder is advised to visit the site and acquaint themselves with the topography, infrastructure etc. The contractor shall be fully responsible for providing all equipment, materials, system and services specified or otherwise which are required to complete the erection and successful commissioning 33kV cable in all respect.
- b) Supply and installation of all critical installation materials like trefoil clamps, neoprene cushions, support brackets etc. as required for complete route to avoid damages of the cable.
- c) Design, fabrication, supply and erection of galvanized steel structures (including its civil foundation) for cable end terminations (with all necessary accessories) for cables at cable-conductor junction point. At cable-conductor junction point terminal connectors offered by bidder shall be suitable to terminate with ACSR conductors.
- d) For termination at substation end the cable should be laid up to cable supporting structure. . Necessary design construction of cable duct etc. in the Sub-Station including all supply is within the scope of this contract.
- e) Design, supply and installation of cable-conductor junction point for both ends of the circuits including its mounting structure.
- f) Bonding, earthing etc.
- g) The arrangement of laying the cable en-route shall be submitted by contractor during detailed engineering for Employer acceptance.

### 3.8.2 TRENCHING

The cable trench work involves earthwork in excavation in all types of soils and rocks for cable trench, back filling and removal of excess earth from site. The work site shall be left as clean as possible.

Trenches shall be kept as straight as possible and each trench shall be excavated to an approved formation and dimensions and shall have vertical sides which shall be timbered where necessary so as to avoid subsidence and damage.

The trench shall be excavated using manual/mechanical modes as per field conditions. Most main roads are asphalt surface and some of the roads with cement concrete surface.

The contractor shall deal with and dispose of water so as to prevent any risk of the cables and other materials to be laid in the trenches being affected detrimentally. He shall provide all pumps and appliances required and shall carry out the necessary pumping and bailing. All pumping costs shall be included in the installation rates.

Where paved footpaths are encountered, the pavement slabs shall be properly stored and reinstated. Identification markers of other services shall be properly stored and restored.

The sides of the excavated trenches shall wherever required, be well shored up.

Suitable barriers shall be erected between the cable trench and pedestrian/motorway to prevent accidents. The barriers shall be painted with yellow and black or red and white coloured stripes. Warning and caution boards shall be consciously displayed. Red lights as warning signal should be placed along the trench during nights.

The bottom of the excavated trench should be levelled flat and free from any object which would damage the cables. Any gradient encountered shall be gradual.

### 3.8.3 PAYING OUT THE CABLE

The excavated cable trench shall be drained of all water and the bed surface shall be smooth, uniform and fairly hard before paying out the cable. The cable shall be rolled in the trench on cable rollers, spaced out at uniform intervals. The paying out process must be smooth and steady without subjecting the cable to abnormal tension. The cable on being paid out shall be smoothly and evenly transferred to the ground after providing the cushion. The cables shall never be dropped. Snake bends, if any shall be straightened. Suitable size cable stocking pulling eye shall be used for pulling the cable. While pulling the cable by winches or machines, the tension loading shall be by tension indicator and shall not exceed the permissible value for the cable. The cable laying shall be performed continuously at a speed not exceeding 600 to 1000 meters per hour. Depth of lying shall be 1.5 m. lying at varying depths due to obstructions site conditions may be accepted subject to Employer approval during detailed engineering. The cable end seals shall be checked after laying and if found damaged shall immediately be resealed. Sufficient number of heat shrinkable cable end sealing caps shall be stocked at site stores for testing work. The integrity of the outer sheath shall be checked after the cable is laid in position.

### 3.8.5 CABLE HANDLING

The inspection of cable on receipt, handling of cables, paying out, flaking, cushioning with sand or sieved compacted soil, back-filling, reinstatement of road surfaces, providing and fixing joint markers, route indicators, precautions of joint holes, sump holes and all necessary precautions that are required shall be carefully planned and in general conform to IS 1255-1983 or its equivalent.

### 3.8.6 DAMAGE TO PROPERTY

The contractor shall take all precautions while excavation of trench, trial pits etc., to avoid accidental damage. Any damage so caused shall be immediately repaired and brought to the notice of the Employer.

- The contractor shall bear all responsibilities and liabilities and shall bear all costs of the damages so caused by him or by his workman or agents.

- At places where the cables cross roads, drains etc., the cables shall be laid in HDPE pipes of adequate strength.

### 3.8.7 CABLE ROUTE MARKERS/CABLE JOINT MARKERS

- a) Permanent means of indicating the position of joints and cable route shall be fabricated supplied and erected as per drawings supplied by Employer.
- b) Markers provided shall be as per the field requirement, if the route passes through open fields, markers should be conspicuously visible above ground surface.
- c) The marker should incorporate the relevant information – the name of the owner, voltage, circuit and distance of cable from the marker.

### 3.8.8 BACK FILLING:

Normally back filling shall consist of the material earlier excavated. However, bigger stones or pieces of rock should be removed.

### 3.8.9 WARNING TAPE:

A pre-warning, red colour plastic/ PVC tape, 250 mm wide 100 microns thick, shall be laid at approx. 0.4 m above the  **cable specified depth**, throughout the cable route. The tape shall carry the legend printed in black continuously as under **CAUTION: AEGCL, 33000 V CABLES**.

### 3.8.10 PREVENTION OF DAMAGE DUE TO SHARP EDGES

- a) After the cables have been laid in the trench and until the cables are covered with protective covering, no sharp metal tool shall be used in the trench or placed in such a position that may fall into the trench.
- b) Straight and curved rollers used shall have no sharp projecting parts liable to damage the cable.
- c) While pulling through pipes and ducts, the cable shall be protected to avoid damage due to sharp edges.
- d) The cables shall never be bent, beyond the specific bending radius.

### 3.8.11 ROAD & DRAIN CROSSINGS

The road cutting, whether cement concrete asphalt or macadam road surface, and canal crossing shall be taken after obtaining approval from the concerned authorities. Where necessary, the work shall be planned during night or light traffic periods. HDPE pipes shall be used for cable. HDPE Pipes diameter should be not less than 1.5 times the cable diameter.

### 3.8.12 FOOTPATH CUTTING

The slabs, curb stones, on the roads shall be removed and reinstated without damage.

### 3.8.13 REINSTATEMENT

- a) After the cables and pipes have been laid and before the trench is backfilled all joints and cable positions should be carefully plotted and preserved till such time the cable is energized and taken over by the Employer. The protective covers shall then be provided, the excavated soil riddled, sieved and replaced. It is advisable to leave a crown of earth not less than 50 mm and not more than 100 mm in the centre and tapering towards the sides of the trench.
- b) The temporary reinstatement of roadways should be inspected at regular intervals, more frequently in rainy season and immediately after overnight rain for checking settlement and if required the temporary reinstatement should be done.
- c) After the subsidence has ceased the trench may be permanently reinstated and the surface restored to the best possible condition.

### 3.8.14 TOOLS AND PLANTS

The successful bidder shall have all necessary tools, plant and equipment to carry out the cable installation work. The bidders are instructed to give all the details of equipment at their disposal, to carry out the work successfully and speedily.

### 3.8.15 BENDING RADIUS:

The minimum bending radius of XLPE insulated cables are as follows:

<u>Cable</u>	<u>Bending radius</u>
Single Core	25 X D

“D” means the overall diameter of the completed cable.

### 3.9.0 CABLE TERMINATIONS

3.9.1 The cable end terminations shall be of heat shrinkable or pre-moulded outdoor type. The preparation of the cable end for installing the terminations and the precautions to be taken before fixing the terminations shall be followed as in the case of the cable jointing procedures. The instructions furnished by the termination manufacturer shall be strictly followed: At cable terminating end, the following provisions for supply and erections are to be included.

- (i) A sufficient length of spare cable shall be left in the ground, for future needs.
- (ii) The rise of the cable immediately from the ground shall be enclosed in PVC/PE pipe of suitable diameter to protect against direct exposure to the sun.
- (iii) The cable shall be properly fastened using non-metallic clamps.
- (iv) Appropriate labels shall be fixed identifying the phase circuit, voltage and date of commissioning etc., on the cable supporting structure.
- (v) The sealing end shall be mounted on pedestal insulators to isolate them from their supporting steel work.
- (vi) Protection from contact with the exposed metal work at the termination shall be provided by resin bonded glass fibre shroud.
- (vii) Providing earth stations with all required materials, like leads, connectors etc. Earth pits shall conform to IS –3043: 1987 (Code of practice for earthing).

### 3.9.2 CABLE TERMINATING SELF SUPPORTING STRUCTURES

- a) The terminating structure being provided should be designed as per the requirement of the cable end sealing, porcelain bushing etc.
- b) The mounting structure shall be fixed on the reinforced cement concrete foundation, the design and drawings of which shall be submitted to Employer for review and acceptance during the course of detailed engineering.
- c) After fixing the end termination, the cable shall be fixed to the support, with non-magnetic material clamps to the required height securely.
- d) The mounting structure includes the supports for cable end boxes, link boxes and any other structure required for the intent of the contract. All steel sections used shall be free from all imperfections, mill scales, slag intrusions, laminations, fillings, rust etc. That may impair their strength, durability and appearance.
- e) All materials shall be of tested quality only unless otherwise permitted by the Employer. The steel for mounting structure shall conform to IS: 2062 (latest).
- f) Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or needed for erection, completion and safe operation of the equipment as required by applicable codes though they

may not have been specifically detailed in the Technical Specifications unless included in the list of exclusions. Materials and components not specifically stated in the specification but which are necessary for commissioning and satisfactory operation of the work unless specifically excluded shall be deemed to be included in the scope of the specification and shall be supplied without any extra cost. All similar standard components/parts of similar standard equipment provided shall be inter-changeable with one another.

### **3.10.0 INSPECTION, TESTING AND COMMISSIONING**

- 3.10.1 Site inspection, testing and commissioning of electrical installation shall be carried out as per enclosed Specification and Inspection and Test Plans included or referred in this BID. All the equipment installed by the contractor shall be tested and commissioned, as required and no separate payments shall be made unless otherwise specified in the Schedule of Rates. Contractor shall carefully inspect all equipment and submit the manufacturer's Certificate before installation. Any damage or defect noticed shall be brought to the notice of the engineer-in-charge at that time and same shall be rectified or replaced by CONTRACTOR on his OWN RISK AND COST within TIME FRAME. Complete testing of power transmission system would be carried out under the supervision of the Employer.
- 3.10.2 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectification at his own cost.
- 3.10.3 The contractor shall carry out all the tests as enumerated in the tender and technical specifications and technical documents which may be furnished to him during performance of the work.
- 3.10.4 Before the electrical system is made live, the electrical contractor shall carry out suitable tests to establish to the satisfaction of the Employer that the installation of equipment, cabling/ wiring and connections have been correctly done and are in good working condition and that the system/ equipment will operate as intended.
- 3.10.5 All tests shall be conducted in the presence of Employer/ Engineer-in-Charge or his authorized representative unless he waives this requirement in writing. Contractor shall arrange testing equipment, as required to carry out the tests. Test results shall be recorded on approved Performa and certified records of the tests shall be submitted to the Employer/ Engineer-in-Charge.
- 3.10.6 Prior intimation to be given to the Employer before finalizing of date of scheduled inspection at least 15 days in advance. Third party inspection is also required at manufacturer works, however final dispatch clearance shall lies with the Employer.
- 3.10.7 Clearance in favour of contractor for dispatch of equipment/material from respective works of manufacturer will be covered by the Employer after physical inspection and witnessing satisfactory routine and acceptance tests. Contractor will have to arrange physical inspection and witnessing of Routine and Acceptance Test of materials/equipments at respective manufacturer's works by engineer(s) of the Employer and cost of such inspection shall have to be borne by contractor. Clearance for dispatch of equipments & materials from respective works of manufacturers will be conveyed by the Employer after verification and acceptance thereafter.
- 3.10.8 Contractor shall also inform the Employer/ Engineer-in-charge, well in advance of OEM (Equipment manufacturer) services as required during installation of XLPE cable and same shall be arranged by Contractor at his own cost.

- 3.10.9 Contractor shall furnish site acceptance test (SAT) procedures from the equipment supplier and get it approved from the Employer/ Engineer-in-charge before carrying out the same at site.
- 3.10.10 Contractor shall prepare detailed testing,pre-commissioning and commissioning procedures for the entire installation. These shall include Performa for defining activities and recording of test results.
- 3.10.11 The following equipment/ items as included in Contractor's scope of supply shall be tested and inspected by the Employer or his authorized representative before dispatch at the manufacturer's works. Test certificates duly signed by the Employer or his authorized representative shall be submitted by the contractor as part of the final document:
- a) EHV cable.
  - b) Termination kits for above items.

### **3.11.0 ENGINEERING DATA AND DRAWINGS**

- 1) The contractor shall submit all the relevant detailed drawings for approval within 1(one) month from the date of work order.
- 2) All drawings submitted by the Bidder including those submitted at the time of bid shall be in sufficient detail to indicate the type, size, arrangement, material description, Bill of Materials, weight of each component, break-up for packing and shipment, dimensions, internal and the external connections, fixing arrangementrequired and any other information specifically requested in the specifications.
- 3) Each drawing submitted by the Bidder shall be clearly marked with the name of the Employer, the unit designation, the specifications title, the specification number and the name of the Project. If standard catalogue pages are submitted, the applicable items shall be indicated therein. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be in metric units.
- 4) Further work by the Bidder shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Employer, if so required.
- 5) Upon completion of all work, the contractor shall provide the following document "As Built drawings" for records. As built drawing (Hard copy-6 set & Soft copy-CD) to be submitted after job completion.
  - a) Cable installation record. Electric test schedules.
  - b) Materials and equipment schedules.

### **3.12.0 INSTRUCTION MANUAL**

- a) The instruction Manuals shall contain full details of drawings of all equipment being supplied under this contract, their exploded diagrams with complete instructions for storage, handling, erection, commissioning, testing, operation, trouble shooting, servicing and overhauling procedures.
- b) If after the commissioning and initial operation, the instruction manuals require any modifications/additions/changes, the same shall be incorporated by the bidder in the final submission.
- c) The Bidder shall furnish to the Employer catalogues of spare parts, if any.

### **3.13.0 GUARANTEED TECHNICAL PARTICULARS**

- 
- 3.13.1 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.
- 3.13.2 The data furnished in Guaranteed Technical Particulars should be the minimum or maximum value (as per the requirement of the specification) required. A Bidder may guarantee a value more stringent than the specification requirement. However, for testing purpose or from performance point of view, the material shall be considered performed successfully if it achieves the minimum/maximum value required as per the technical specification. No preference what so ever shall be given to the bidder offering better/more stringent values than those required as per specification except where stated otherwise.

## Annexure – 1

### Guaranteed and Other Technical Particulars

**(Bidder shall furnish this Annexure duly filled up with the Technical Bid)**

#### 33kV GRADE XLPE CABLES

SN	Description	Particulars	
1.	Name & Add. of manufacturer		
2.	Cable Sizes		
3.	Manufacturer's type designation		
4.	Applicable standard, IS/IEC		
5.	Rated Voltage(volts)		
6.	Type & Category		
7.	Suitable for earthed or unearthed system		
8.	Continuous current rating when laid in air in ambient temp. of 50°C and for maximum conductor temp. of 90 °C for XLPE Cables (Amp)		
9.	Rating factors applicable to the current ratings for various conditions of installation:		
10.	Short circuit Capacity (KA)		
	a) Guaranteed Short Circuit Amp. (rms)KA for 0.12 sec duration at rated conductor temperature of 90 degree C.		
	b) Maximum Conductor temp. allowed for the short circuit duty (deg C.) as stated above.		
11.	Conductor		
	a) Material		
	b) Grade		
	c) Cross Section area (Sq.mm.)		
	d) Number of wires(No.)minimum		
	e) Form of Conductor		
	f) Direction of lay of stranded layers		
12.	Conductor resistance (DC) at 20°C per km-maximum (Ohms)		
13.	Insulation		
	a) Composition of insulation		
	b) Nominal thickness of insulation(mm)		
	c) Minimum thickness of insulation		
14.	Inner Sheath		
	a) Material		
	b) Calculated diameter over the laid up cores,(mm)		
	c) Thickness of Sheath (minimum)mm		
	d) Method of extrusion		
15.	Armour		
	a) Type and material of armour		
	b) Direction of armouring		



	c) Calculated diameter of cable over inner sheath (under armour), mm		
	d) Nominal diameter of round armour wire (minimum)		
	e) DC resistance at 20°C ( $\Omega/\text{Km}$ )		
<b>16.</b>	Outer Sheath		
	a) Material (PVC Type)		
	b) Calculated diameter under the sheath		
	c) Min. thickness of sheath (mm)		
	d) Guaranteed value of minimum oxygen index of outer sheath at 27 °C		
	e) Guaranteed value of minimum temperature index at 21 oxygen index		
	f) Colour of sheath		
<b>17.</b>	a) Nominal Overall diameter of cable		
	b) Tolerance on overall diameter (mm)		
<b>18.</b>	Cable Drums		
	a) Max./ Standard length per drum for each size of cable (single length) with $\pm 5\%$ Tolerance (mtrs)		
	b) Non-standard drum lengths		
	c) Type & Standard for sealing of cable ends		
<b>19.</b>	Whether progressive sequential marking on outer sheath provided at 1 meter interval		
<b>20.</b>	Identification of cores		
	a) Colour of cores		
	b) Numbering		
<b>21.</b>	Whether Cables offered are ISI marked		
<b>22.</b>	Whether Cables offered are suitable for laying as per IS 1255		

## 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 Conditions of Supply and Erection of AEGCL’.*

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

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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 fulfilment 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 ruling language of the Contract shall be English.

#### 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 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: -

100% 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 5.10.0**) and advance (if and as applicable as per **SCC Clause 5.8.3**) and as per terms and conditions stipulated in the Contract Agreement.

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. ADVANCE PAYMENT

No advance payment is applicable for this contract.

### 5.9.0 PERFORMANCE SECURITY DEPOSIT

- 5.9.1. Subject to **Clause 5.9.2**, the Supplier shall have to deposit to the extent of 10% (ten percent) of the total value of the order as performance security (Bank Guarantee), within fifteen (15) days of receipt of notification of award, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 30 days beyond the warranty period.
- 5.9.2. In case the Supplier is not a Manufacturer, then this performance security shall be deposited to the extent of 12.5% (twelve point five percent) of the total value of the order:
- 5.9.3. 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.
- 5.9.4. No interest shall be payable on such deposits.

### 5.10.0 RETENTION MONEY

- 5.10.1. In addition to above 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.
- 5.10.2. No interest shall be payable on such retentions.

### 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 shall remain valid for **eighteen (18) months** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Purchaser's Requirement, or for **twelve (12) months** after the date of successful commissioning, whichever period concludes earlier.
- 5.11.4. If during the Period Warranty any defect should be 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.

- 5.11.5. 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 COPY RIGHT 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

- 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 traveling 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

- 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.
- 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.

## **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)**

## Section 6 - Contract Forms

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

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## 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-1), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the 'Supply 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 seven (7) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 8 (Contract Forms) of the Bidding Document

[ Authorized Signature ]

[ Name and Title of Signatory ]

Assam Electricity Grid Corporation Limited

Attachment: Contract Agreement

## 1. 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, BijuliBhawan, 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 Service Contract’ covering “Supply of Power & Control Cables of 1.1KV Class for various sub-stations in Assam under PSDF” Cables” with all accessories and delivery to various Substation Sites of AEGCL and Related Services, 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 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 **120 days** 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.

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.

## 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. 1 & 2 – Payment for Goods Supplied and Related Services (F & I)

100% payment would be admissible within six (6) weeks from the date of receipt of the Goods at site in full and good condition less deduction of Retention Money (as per **SCC Clause 5.10.0**) and advance (if and as applicable as per **SCC Clause 5.8.3**) and as per terms and conditions stipulated in the Contract Agreement.

### (B) Payment Procedures

The procedures to be followed in applying for certification and making payments shall be as follows:

#### 1. Progressive Payment for Supply of Goods:

Application for interim payment shall be made once in a calendar month subject to that the total net amount payable under all such payment certificate is at least 1% or more of the total contract price.

#### (A) EXW Price and F & I (Schedule- 1 & 2):

Upon receipt of plants and equipment at site, the Supplier shall notify the Purchaser and submit the following documents in advance:

- (i) Application for payment
- (ii) Suppliers invoice showing LOA reference, Goods description, quantity dispatched, unit price, total amount (6 Copies)
- (iii) Packing List
- (iv) Railway receipt/ LR
- (v) Manufacturer's guarantee certificate of Quality
- (vi) Material inspection Clearance Certificate for dispatch issued by Purchaser
- (vii) Insurance certificate.
- (viii) Physical verification certificate of material received at site by Purchaser/Purchaser's site representative

The above documents shall be received by the Purchaser before arrival of the Goods and if not, the Suppliers will be responsible for any consequent expenses.”

#### (B) Taxes and Duties (Schedule- 1):

Sales Taxes & Duties in respect of transaction between Purchaser and the Supplier and other taxes such as octroi/entry tax as applicable for destination site on all items of supply including bought-out finished items (as identified in the Contract), which shall be dispatched directly from the sub-vendor's works to the Purchaser's 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.

## 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]<sup>1</sup> \_\_\_\_\_ [in words], such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the 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 thereunder 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 \_\_\_\_\_

\_\_\_\_\_

1

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

## Appendix 4 – Price Schedules

**Appendix 5 – Guaranteed and other Technical Particulars**