

BIDDING DOCUMENT
FOR
SUPPLY OF EHV GRADE TRANSFORMER OIL



ASSAM ELECTRICITY GRID CORPORATION LIMITED

BID IDENTIFICATION NO:- AEGCL/MD/TECH-692/Tender/TROIL/2017/04

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Section – 1
Instruction to Bidders

Section 1 - Instructions to Bidders

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

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Section 1 - Instructions to Bidders

1.0 General

1.1. Scope of Bid

1.1.1. In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the **Managing Director** on behalf of **Assam Electricity Grid Corporation Limited (AEGCL)** (hereinafter referred to as "the Purchaser"), issues this Bidding Document for the supply of Goods and Related Services incidental there to as specified in Section 3 (Purchaser's Requirements). The name and identification no. of this Competitive Bidding are provided in the in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.

1.1.2. Unless otherwise stated, throughout this Bidding Document definitions of terms shall be as prescribed in **Section 4** (Special Conditions of Contract).

1.2. Eligible Bidders

1.2.1. Subject to the fulfilling the Qualifying Criteria (as per Appendix-2 of this Section), a Bidder may be a firm or company. When the bidder is a firm, the names and address of the partners should be indicated and a copy of the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid.

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

1.2.3. **Joint venture is not allowed for this bidding.**

2.0 Contents of Bidding Document

2.1. Sections of Bidding Document

2.1.1. The Bidding Document consists of all the Sections (except Section-4) indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB **Clause 2.3**.

Section 1 - Instructions to Bidders (ITB) with Appendix-1 (Bid Data Sheet, BDS and Appendix-2 (Evaluation & Qualifying Criteria, EQC)

Section 2 - Bidding Forms (BDF)

Section 3 - Purchaser's Requirements (PRQ)

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

(This section is available separately. Visit AEGCL official website: www.aegcl.co.in)

Section 5- Special Conditions of Contract (SCC)

Section 6 - Contract Forms (COF)

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

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

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.

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.

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

2.2.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with **ITB Clause 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 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 2.3** and **ITB Clause 4.2.2**.

- 2.2.2. The Bidder is advised to visit and examine the site where the works are to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the site shall be at the Bidder's own expense.
- 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.
- 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.
- 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.
- 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 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 2.3** and not through the minutes of the pre-bid meeting.
- 2.2.7. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

2.3. Amendment of Bidding Document

- 2.3.1. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 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 2.1.4**.
- 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 4.2.2**.

3.0 Preparation of Bids

3.1. Cost of Bidding

- 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.

3.2. Language of Bid

- 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.

3.3. Documents Comprising the Bid

3.3.1. The Bid shall comprise two envelopes submitted simultaneously, one called the 'Technical Bid' containing the documents listed in **ITB Clause 3.3.2** and the other the **Price Bid** containing the documents listed in **ITB Clause 3.3.3**, both envelopes enclosed together in an outer single envelope.

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 3.10**;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB Clause 3.11.2**;
- (d) Documentary evidence in accordance with **ITB Clause 3.5** establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (e) Documentary evidence establishing in accordance with **ITB Clause 3.6** that the plant and services offered by the Bidder conform to the Bidding Document;
- (f) Documents as called for in **ITB Clauses 1.2.1** and **1.2.2**;
- (g) List of manufacturer/subcontractors, in accordance with **ITB Clauses 3.7.1**; and
- (h) Any other document required in the **BDS**.

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

- (a) Letter of Price Bid;
- (b) completed schedules as required, including Price Schedules, in accordance with **ITB Clauses 3.4** and **3.8**; and
- (c) any other document required in the **BDS**

3.4. Letter of Bid and Schedules

3.4.1. The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under **ITB Clause 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.

3.5. Documents Establishing the Eligibility and Qualifications of the Bidder

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).

3.6. Documents Establishing Conformity of the Plant and Services

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

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

3.7. Subcontractors

- 3.7.1. For major items of plant & equipment and services if listed by the Purchaser in Appendix 2 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and addresses of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Purchaser for these items. Bidders are free to list more than one Subcontractor against each item of the plant and services. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 3.7.2. The Bidder shall be responsible for ensuring that any plant or services to be provided by the Subcontractor comply with the requirements of **ITB Clause 3.5.1**.

3.8. Bid Prices and Discounts

- 3.8.1. Unless otherwise specified in the **BDS** and/or Section 3 (Purchaser's Requirements), bidders shall quote for the entire plant & equipment and services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed to be covered by the prices for other items.
- 3.8.2. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. No deviation in this regard normally, shall be accepted.
- 3.8.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 2 (Bidding Forms). Separate numbered Schedules included in Section 2 (Bidding Forms) shall be used for each of the following elements. The total amount from each Schedule (1 and 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 Plant & Equipment (including (including Mandatory Spare Parts if specified) |
| Schedule No. 2: | Other Services (Freight & Insurance) |
| Schedule No. 3: | Grand Summary |
- 3.8.4. In the Schedules, bidders shall give the required details and a breakdown of their prices as called for in these Schedules.
- 3.8.5. Other Services shall be quoted in Schedule No. 2 and shall include prices for all labor, contractor's equipment, temporary works, construction or other materials minor items etc.as applicable, where identified in the Bidding Document, as necessary for the proper execution of the services. The prices of Installation and other services shall be inclusive of all taxes, like service taxes, work contract taxes etc.
- 3.8.6. The prices shall be either fixed or adjustable as specified in the **BDS**.
- (a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated **as non-responsive and rejected**.
- (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected,

but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section 2 (Bidding Forms).

3.9. Period of Validity of Bids

- 3.9.1. Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period **shall be rejected** by the Purchaser as non-responsive.
- 3.9.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with **ITB Clause 3.10**, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

3.10. Bid Security

- 3.10.1. The Bidder shall furnish as part of its bid, in original form, either a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**.
- 3.10.2. The bid security shall be a demand guarantee, in the forms of an unconditional bank guarantee from a Scheduled or Nationalized Bank. The bid security shall be submitted using the 'Bid Security Form' included in Section 3 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB Clause 3.9.2**.
- 3.10.3. Bids not complying with **ITB Clause 3.10.1** and **ITB Clause 3.10.2**, **shall be rejected** by the Purchaser as **non-responsive**.
- 3.10.4. 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.
- 3.10.5. 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 6.4**.
- 3.10.6. The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB Clause 3.9.2** or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with **ITB Clause 6.1**; or
 - (ii) furnish a performance security in accordance with **ITB Clause 6.2**.

3.11. Format and Signing of Bid

- 3.11.1. The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in **ITB Clause 3.3**.
- 3.11.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 3.11.3. A bid submitted by a JV shall be signed so as to be legally binding on all partners.
- 3.11.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

4.0 Submission and Opening of Bids

4.1. Submission of online bids

- 4.1.1. The technical as well as Price bid should be submitted through online portal only in accordance with ITB Sub-Clauses 1.4.1.2 and 1.4.1.3. The inner and outer envelopes shall:
- 4.1.2. For technical bid, all forms and supporting documents as required by **ITB clause 1.3.3** and duly signed and stamped as per **ITB clause 1.3.10** are to be uploaded in the portal. The documents are to be uploaded in PDF format and each file should not exceed 5 MB in size. In case the a document is more than 5MB in size the same may be split to make the size below 5 MB.
- 4.1.3. The price bid must be submitted in the price schedule provided in the portal as per the online price schedule.

4.2. Deadline for Submission of Bids

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

4.3. Late Bids

- 4.3.1. E-tendering portal shall allow bidders to submit bids upto the date and time specified in **ITB clause 4.2** as per server time. However, bidders are advised to submit their bids well in advance of the deadline to avoid any last moment difficulties. Bid securities not reaching the office of the tender floating authority within due date and time mentioned in IFB shall be considered as late bid.

4.4. Withdrawal, Substitution, and Modification of Bids

- 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 3.10.2**. Notice must be received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause 4.2**.
- 4.4.2. Bids requested to be withdrawn in accordance with **ITB Clause 1.1.1** shall not be opened and bid security received if any shall be returned to the Bidders.
- 4.4.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

4.5. Bid Opening

- 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 bids received through e-tender portal in the presence of Bidders designated representatives who choose to attend. The Price Bids will remain unopened until the specified time of their opening.
- 4.5.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 4.5.3. All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- a) the name of the Bidder;
 - b) 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 late bids, in accordance with **ITB Sub-Clause 4.3.1**.

- 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 alternative proposals; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- 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.
- 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.
- 4.5.7. All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- the name of the Bidder;
 - the Bid Prices, including any discounts and alternative offers; and
 - any other details as the Purchaser may consider appropriate.
- Only Price Bids, discounts, and alternative offers 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.
- 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, and alternative offers. 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.

5.0 Evaluation and Comparison of Bids

5.1 Confidentiality

- 5.1.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 5.1.2. Any attempt by a Bidder to influence the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 5.1.3. Notwithstanding **ITB Clause 5.1.2**, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

5.2 Clarification of Bids

- 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 5.9**.
- 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.

5.3 Deviations, Reservations, and Omissions

- 5.3.1. During the evaluation of bids, the following definitions apply:
- "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.

5.4. Preliminary Examination of Technical Bids

- 5.4.1. The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in **ITB Sub-Clause 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**.
- 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, if applicable; and
 - d) Technical Proposal in accordance with **ITB 3.7**.

5.5. Responsiveness of Technical Bid

- 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 3.3**.
- 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.
- 5.5.3. The Purchaser shall examine the technical aspects of the Bid submitted in accordance with **ITB Clause 3.7**, Technical Proposal, in particular to confirm that all requirements of Section 3 (Purchaser's Requirements) have been met without any material deviation or reservation.
- 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.

5.6. Nonmaterial Nonconformities

- 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.
- 5.6.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 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 **Appendix2 of ITB (EQC)**.

5.7. Detailed Evaluation of Technical Bids

- 5.7.1. The Purchaser will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:
- a) overall completeness and compliance with the Purchaser's Requirements; deviations from the Purchaser's Requirements; conformity of the plant and services offered with specified performance criteria; suitability of the plant and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
 - b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
 - c) other relevant factors, if any, listed in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.

5.8. Eligibility and Qualification of the Bidder

- 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)**.
- 5.8.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB Clause 3.5**.
- 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.**
- 5.8.4. The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with **Appendix to ITB-2 (Evaluation and Qualification Criteria)**. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding **Appendix to the Contract Agreement** shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

5.9. Correction of Arithmetical Errors

- 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 and 2 and the amount given in Schedule No. 3 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 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**.

5.10. Evaluation of Price Bids

- 5.10.1. The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used.
- 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 5.9.1**; and
 - c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).
- 5.10.3. If price adjustment is allowed in accordance with **ITB Clause 3.8.6**, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

5.11. Comparison of Bids

- 5.11.1. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with **ITB Clause 5.10.2**.

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

- 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.

6.0 Award of Contract

6.1. Award Criteria

- 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.

6.2. Notification of Award

- 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").
- 6.2.2. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

6.3. Signing of Contract

- 6.3.1. Within **fifteen (15) days** of issue of the Letter of Acceptance, the successful Bidder shall be required to sign the Contract Agreement.
- 6.3.2. The contract signing shall take place at the premises of the Purchaser.

6.4. Performance Security

- 6.4.1. Within **ten(10) days** of the issue 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.
- 6.4.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is

substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

APPENDIX TO ITB - 1 Bid Data Sheet

A. Introduction

| | |
|--------------|---|
| ITB 1.1.1 | <p>The number of the Invitation for Bids is : AEGCL/MD/TECH-692/Tender/TROIL/2017/44 Dated 07.06.2017</p> <p>The Purchaser is: Assam Electricity Grid Corporation Limited.</p> <p>The name of the Bid is: Manufacture, Testing and Supply of EHV Grade Transformer Oil.</p> <p>The identification number of Bid is: AEGCL/MD/TECH-692/Tender/TROIL/2017/04</p> <p>Destination Site: AEGCL store at Six Mile, Dwaranda, Guwahati-781022.</p> <p><u>Name and address of the consignee:</u> The Asstt General Manager, Guwahati Transmission Division , AEGCL, Narangi, Guwahati-781026</p> |
| ITB 2.2.1 | <p>For clarification purposes only, the Purchaser's address is:</p> <p>Attention: The Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar Floor/Room number: First Floor City: Guwahati PIN Code: 781001 Country: India Telephone: +91 361 2739520 Facsimile number: +91 361 2739513 Electronic mail address: managing.director@aegcl.co.in</p> |
| ITB 2.2.4 | <p>Purchaser may invite intending Bidders to a pre-bid meeting, if Purchaser feels it is necessary. The date and time of such pre-bid meeting shall be intimated to intending bidders in due course of time.</p> |
| ITB 3.3.2(h) | <p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> 1. Schedule-1, As required in Section 3, 'Purchaser's Requirements', duly filled in and completed. 2. Type Test Certificates as per Clause 6.0, Section - 3 |
| ITB 3.8.1 | <p>Unless otherwise specifically indicated in the Section 3 (Purchaser's Requirements), bidders shall quote for the entire plant and services on 'single responsibility basis'.</p> |
| ITB 3.8.6 | <p>The prices quoted by the Bidder shall be FIRM</p> |
| ITB 3.9.1 | <p>The bid validity period shall be 180 (one hundred eighty) days.</p> |
| ITB 3.10.1 | <p>The Bidder shall furnish a bid security in the amount of Rs. 1, 80, 000.00(One Lakh Eighty Thousand) only</p> |

| | |
|------------|--|
| ITB 3.11.1 | NOT required. |
| ITB 3.11.2 | 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 Notarized Power of Attorney. |
| ITB 4.2.1 | <p>For bid submission purposes only, the Purchaser's address is (E-Tenders shall be accepted through online portal only)</p> <p>Attention: The Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar</p> <p>Floor/Room number: First Floor</p> <p>City: Guwahati</p> <p>PIN Code: 781001</p> <p>The deadline for bid submission is Date: 07.07.2017 Time: 12.00 Hours</p> |
| ITB 4.5.1 | <p>The bid opening of Technical Bids shall take place at (E-Tenders shall be opened through online portal)</p> <p>Office of The Managing Director, AEGCL Street Address: Bijulee Bhawan, Paltanbazar</p> <p>Floor/Room number: First Floor</p> <p>City: Guwahati (Assam)</p> <p>PIN Code: 781001</p> <p>Country: India</p> <p>Date: 07 .07.2017 Time: 14.00 Hours</p> |

APPENDIX TO ITB - 2

Evaluation and Qualification Criteria

This Appendix contains all the criteria that the Purchaser shall use to evaluate bids and qualify Bidders. In accordance with ITB 5.7 and ITB 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 5.7.1 (a) – (c) the following factors shall apply:

For additional factors refer Clause -6.0, Section-3 'Purchaser's Requirements'.

1.2 Economic Evaluation

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

1.2.1 Quantifiable Deviations and Omissions

Quantifiable Deviations and Omissions from the contractual obligations: No financial assessment shall be made by the Purchaser for deviations and omissions from the requirements of the Bidding Document. All such deviations, omissions or reservations shall be dealt with in accordance with ITB Clauses 5.5.2, 5.5.3, 5.5.4, 5.6.1, 5.6.2, 5.6.3, 5.7.1(a) and 5.9.

1.2.2 Time Schedule

Time to complete Works from the Commencement Date specified in **Article 3** of the Contract Agreement for determining time for completion the works is **4 (Four) months**. Bids not meeting the above time schedule shall be rejected. However, no credit will be given for earlier completion.

1.2.3 Specific additional criteria

No additional criteria other than mentioned shall be considered.

2. Qualification

2.1 Eligibility

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

2.1.1 Eligibility Requirements

| Criteria | Single Entity | All Partners Combined | Each Partner | At Least One Partner | Documents |
|---|-----------------------|-----------------------|----------------|----------------------|--|
| Requirement of document as per ITB Sub-Clause 1.2 | Must meet requirement | Not applicable | Not applicable | Not applicable | Required documents as per ITB Sub-Clause 1.2 |

2.2 Pending Litigation

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

2.3 Financial Situation

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

2.3.1 Historical Financial Performance

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

2.3.2 Average Annual Turnover

| | | | | | |
|--|-----------------------|----------------|----------------|----------------|--------------|
| Minimum average annual turnover of Rs. 4, 50, 00, 000.00 calculated as total certified payments received for contracts in progress or completed, within the last 3 years . | Must meet requirement | Not applicable | Not applicable | Not applicable | Form FIN - 2 |
|--|-----------------------|----------------|----------------|----------------|--------------|

2.4 Experience

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

2.4.1 General Experience

| | | | | | |
|---|-----------------------|----------------|----------------|----------------|--------------|
| Experience as manufacturer of EHV Grade transformer for at least the last 5 (five) years as on the date of bid submission. | Must meet requirement | Not applicable | Not applicable | Not applicable | Form EXP - 1 |
|---|-----------------------|----------------|----------------|----------------|--------------|

2.4.2 Specific Experience

| | | | | | |
|---|-----------------------|----------------|----------------|----------------|--------------|
| The bidder must have manufactured; type tested, supplied at least 100 (one hundred) KL of EHV Grade New Transformer Oil to leading public sectors in India like POWERGRID/ NTPC/ NHPC/ BHEL/ or State Transmission & Generation Utilities etc in one single contract in the preceding 3 (three) years (from the date of Bid opening). The bidder should furnish a list of such works executed along with clients' performance certificates to substantiate the requirement of this Clause. | Must meet requirement | Not applicable | Not applicable | Not applicable | Form EXP - 2 |
|---|-----------------------|----------------|----------------|----------------|--------------|

Section –2

Bidding Forms

Section 2 - Bidding Forms

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

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1 Letter of Technical Bid

[Bidder's Letterhead]

Date:

Bid Identification No.:

Invitation for Bid No.:

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 2.3;
- (b) We offer to design, manufacture, test, deliver, install, and commission in conformity with the Bidding Document the following Plant and Services: ;
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

.....

2 Letter of Price Bid

[Bidder's Letterhead]

(NOT REQUIRED FOR E-TENDERING)

Date:

Bid Identification No 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) 2.3;
- (ii). We offer to design, manufacture, test, deliver, install, and commission in conformity with the Bidding Document the following Plant and Services:
- (iii). The total price of our Bid is the sum of:
- (iv). Discount offered (if any) for (i) Supply, (ii) Erection.....%.
- (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: Plant & Equipment (including Mandatory Spare Parts)
Schedule No. 2: Other Services (Freight & Insurance)
Schedule No. 3: Grand Summary
2. The Schedules do not generally give a full description of the plant to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Purchaser's Requirements and other sections of the Bidding Document and reviewed the Drawings if any to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with **ITB 2.2** prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated in Schedules.
As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.
Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Purchaser's Requirements) or elsewhere in the Bidding Document.
6. When requested by the Purchaser for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Purchaser may reasonably require, the Contractor shall provide the Purchaser with a breakdown of any composite or lump sum items included in the Schedules.

NOTE: For e-tendering, price shall be quoted as per price schedule provided in the e-tendering portal only. No hard copy of price bid shall be accepted. Following price schedules are for reference only and all prices are to be quoted in e-tender portal only.

Schedule No. 1 – Supply of materials

| Item | Description ^(a) | Measuring Unit | Qty | Unit Prices | | Total EXW Price including ED (including EC) ¹ | Unit Sales & other Taxes | | Total Sales and other Taxes | Total Price including all Taxes |
|---|---|----------------|-----|---|-------------------------------------|--|--------------------------|---|-----------------------------|---------------------------------|
| | | | | Unit Price without any taxes ¹ | Unit ED (including EC) ¹ | | Sales Taxes | Other Taxes if any (specify) ² | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 = 4 x (5 + 6) | 8 | 9 | 10=4x(8 + 9) | 11=7 + 10 |
| 1 | Manufacture, testing and supply of EHV Grade uninhibited transformer in non-returnable drums of as per specification including cost of all tests to be carried out. | KL | 100 | | | | | | | |
| TOTAL: Column 7 & 10 to be carried forward to Schedule No. 3. Grand Summary | | | | | | | | | | |

^a Description to be read with scope specified in section -3

¹All amounts shall be in Rupees.

²Use separate columns for each type of taxes. If such taxes are not shown here, then it will be considered for all purposes that the EXW prices are inclusive of such taxes.

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

| Item | Description ^(a) | Measuring Unit | Qty | Unit Prices ¹ | Total |
|--|--|----------------|-----|--------------------------|-------|
| 1 | 2 | 3 | 4 | 5 | 6=4x5 |
| 1 | Freight & Insurance Charges and delivery at designated destination including loading at manufacturer's works and unloading at designated site. | KL | 100 | | |
| TOTAL Column 6 to be carried forward to Schedule No. 3. Grand Summary | | | | | |

¹**All amounts shall be in Rupees.**

²**Prices shall be inclusive of all taxes as applicable.**

Schedule No. 3 - Grand Summary

| Schedule No. | Column No. | Title | TOTAL |
|---|------------|--|-------|
| 1 | 7 | Plant & Equipment and Mandatory Spares (Total EXW with ED) | |
| 1 | 10 | Plant & Equipment and Mandatory Spares (Total Sales and other Taxes) | |
| 2 | 6 | Installation and Other Services (Freight & Insurance) | |
| GRAND TOTAL to be carried forward to Letter of Price Bid | | | |

Name of Bidder

Signature of Bidder

4 Form of Bid Security

Bank Guarantee

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

.....**Bank's Name, 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 of contract** 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 Construction 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

| Bidder's Information | |
|---|--|
| Bidder's legal name | |
| Bidder's country of constitution | |
| Bidder's year of constitution | |
| Bidder's legal address in country of constitution | |
| Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address) | |
| Attached are copies of the following original documents. <ul style="list-style-type: none"> <input type="checkbox"/> 1. In case of single entity/firm, documents, in accordance with ITB 1.2.1. <input type="checkbox"/> 2. In case of a company, documents, in accordance with ITB 1.2.2. | |

6.2 Form LIT - Pending Litigation

Each Bidder must fill in this form

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

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

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

Average Annual Turnover

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

6.5 Form EXP – 1: General Experience

Each Bidder must fill in this form

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

6.6 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) | |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total | Amount |
| | | |
| Purchaser's Name Address Telephone/Fax Number E-mail | | |
| Description of the similarity in accordance with Criteria 2.4.2 of Appendix-2, Section 1 | | |
| | | |
| Attached are copies of the following original documents. | | |
| <input type="checkbox"/> 1. Type Test Certificates. | | |
| <input type="checkbox"/> 2. Recent performance certificates | | |

Section - 3

Purchaser's Requirements

Section 3 - Purchaser's Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

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Section 3

Purchaser's Requirements

1.0 Scope of Works

- 1.1. The brief description of scope of Works covered under this Bidding Document is furnished below:
- a) Manufacture of 100(One Hundred) KL of New EHV Grade of Transformer Oil and all testing at manufacturer's works, supply and delivery at designated delivery and unloading at sites.
 - b) Packing in non-returnable drums and supply & delivery at designated destination (s) including loading at manufacturer's works and unloading at designated site.
- 1.2. Contractor will be required to arrange all equipment for unloading at site.
- 1.3. ***It is also responsibility of the Contractor to obtain any road permits and any other permits or licenses to execute the works.***
- 1.4. ***C-Forms shall be issued by purchaser.***

2.0 Bill of Materials

- 2.1. ***The Bill of Quantities is furnished in Schedule Nos. 1 & 2 of Section – 2.***
- 2.2. The items mentioned in these Schedules shall only be used while quoting the bid prices. If any item which is not specifically mentioned in these Schedules but required to complete the works as per Specification shall deemed to be included in any of the items of these schedules. No modifications/ additions/ deletions shall be made by the bidder to the items and quantities given in these schedules.

3.0 Contractor to Inform Himself Fully

- 3.1. The contractor should ensure that he has examined the Specifications and Schedules as brought out in this Section as well as other Sections of The Bidding document and has satisfied himself as to all the conditions and circumstances affecting the contract price and fixed his price according to his own views on these matters and acknowledge that no additional allowances except as otherwise provided therein will be levied.
- 3.2. The Purchaser shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contractor in writing by the Purchaser.

4.0 Service Conditions

- 4.1. The plant and materials supplied shall be suitable for operation under the following climatic and other conditions:
- | | |
|--|--------------------------|
| a) Peak ambient day temperature in still air | : 45°C |
| b) Minimum night temperatures | : 0°C |
| c) Reference ambient day temperature | : 45°C |
| d) Relative Humidity | : 100 % |
| a) Maximum | : 100 % |
| b) Minimum | : 10 % |
| e) Altitude | : Below 1000 M above MSL |

5.0 Conformity with Indian Electricity Rules & Other Local Regulations

- 5.1. The Contractor shall note that all substation works shall comply with the latest provisions of Indian Electricity Rules and with any other regulations. Local authorities concerned in the administration of the rules and regulation relating to such works shall be consulted, if necessary, about the rules and regulations that may be applicable.

- 5.2. The Contractor shall also comply with the Minimum Wages Act 1948 and the payment of Wages Act (both of the Government of India and State of Assam) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor.
- 5.3. All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor.

6.0 Type Test Reports

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

6.2. **All Bids must be accompanied by the Type Test Certificates of materials offered (refer Clause 6.5 below). 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.

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

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

6.5. **Full Type Test Reports of at least the following equipment must be submitted along with the Bid: -**

1. EHV grade new transformer oil.

6.6. **This clause has reference to bid document Clause 1.1, Appedix-2 of ITB, Section-1, 'Evaluation and Qualification Criteria'.**

7.0 Guaranteed Technical Particulars

7.1. The Guaranteed Technical Particulars of the various items shall be furnished by the Bidders in the prescribed Schedules (Annexure-1, attached at end 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.

7.2. 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.

8.0 Standards

8.1. The Transformer oil shall conform to the latest issues of the standards as given below, except to the extent explicitly mentioned in this specification.

- (i). New Insulating Oils :IS:335 / IEC 60296

9.0 Technical Specification of New Insulating Oil

9.1. Insulating Oil

9.1.1. The insulating oil for the transformers shall be of EHV grade, generally conforming to IS: 335. No inhibitors shall be used in the oil.

9.1.2. The insulating oil for the transformers shall be Poly Chlorinated Biphenyls (PCB) free.

9.1.3. The contractor shall warrant that oil furnished is in accordance with the following specifications.

- | | |
|--|--|
| a) Appearance: | <i>The oil shall be clear and transparent and free from suspended matter or sediment</i> |
| b) Density at 20°C Max: | 0.89 g/cm ³ |
| c) Kinematic Viscosity at 27°C Max: | 27 cSt |
| d) Interfacial at 27°C Min.: | 0.04 N/m |
| e) Flash Point: | 140°C |
| f) Pour Point Max: | -6°C |
| g) Neutralisation Value: (Total Acidity) Max | 0.03 mg/KOH/g |
| h) Electric Strength: (Breakdown Voltage) Min. New Unfiltered: | 30 kV |
| After Filtration: | 60 kV |
| i) Dielectric dissipation factor: (tan delta) at 90°C Max | 0.002 |
| j) Minimum specific resistance: (Resistivity): at 90°C Min. | 35 x 10 ¹² ohm cm |
| at 27°C Min. | 1500 x 10 ¹² ohm cm |
| k) Oxidation Stability | |
| i) Neutralisation value after Max: | 0.40 mg/KOH/g |
| ii) Total sludge after oxidation max: | 0.10% by weight |
| l) Ageing characteristics after accelerated ageing (open beaker method with copper catalyst) | |
| a) Specific resistance (resistivity) at 27°C Min.: | 2.5 x 10 ¹² ohm cm |
| at 90°C Min. | 0.2 x 10 ¹² ohm cm |
| b) Dielectric dissipation factor (tan delta) at 90°C Max | 0.20 |
| c) Total acidity, Max | 0.05 mg KOH/g |
| d) Total sludge, Max | 0.05 percent by weight |
| m) Presence of oxidation Inhibitor: | <i>The oil shall not contain anti-oxidant Additives</i> |
| n) Water content Max: | 25 ppm |

9.2. Packing

9.2.1. The oil may be delivered in perfectly clean non-returnable steel drums of 210 litres nominal capacity conforming to **IS 1783**. The drum shall be coated from inside with suitable coating (for example, epoxy lacquer or phosphate) resistant to insulating oil. The outside surface of the drum shall be coated with suitable primer and finishing anti-corrosive paint. The drum shall be effectively sealed immediately after filling the oil to avoid ingress of moisture.

9.2.2. Each drum shall be indelibly marked with the following:

- a) Manufacturer's name or trade-mark,
- b) Quantity in litres,

c) New mineral insulating oils, and

d) Identification in code or otherwise to enable the date and lot of manufacture to be traced back to the factory records.

9.2.3. The container may also be marked with the Standard Mark.

10.0 Testing

10.1.1. All tests as **IS: 335** (latest edition) shall be carried out at Manufacturer's Works (or at a Govt. recognized laboratory if desired by the Purchaser) before dispatch of the material. All expenses of testing shall be borne by the Contractor. Tests shall be carried out in presence of Purchaser's representatives only.

10.1.2. Sampling of oil shall be carried out as per IS: 6855.

10.1.3. Materials shall be dispatched only after approval of all test results by the Purchaser.

Schedule – 1

Guaranteed and Other Technical Particulars

(To be filled in by the Bidder and shall be submitted with Technical Bid)

| S. No | Description | Particulars |
|-------|---|-------------|
| 1.0 | Manufacturer's Name & Address of manufacturing plant | |
| 2.0 | Standard applicable | |
| 3.0 | Appearance of Insulating Oil | |
| 4.0 | Density at 20°C Max, cm ³ | |
| 5.0 | Kinematic Viscosity at 27°C Max | |
| 6.0 | Interfacial at 27°C Min, N/m | |
| 7.0 | Flash Point, °C | |
| 8.0 | Pour Point Max, °C | |
| 9.0 | Neutralisation Value (Total Acidity) Max, mg/KOH/g | |
| 10.0 | Electric Strength (Breakdown Voltage) Min, kV a) New unfiltered b) After filtration | |
| 11.0 | Dielectric dissipation facto (tan delta) at 90°C Max | |
| 12.0 | Minimum specific resistance(resistivity), at 90°C Min., ohm cm | |
| 13.0 | Oxidation Stability a) Neutralisation value after Max., mg/KOH/g b) Total sludge after oxidation max., % by weight | |
| 14.0 | Ageing characteristics after accelerated ageing (open beaker method with copper catalyst) a) Specific resistance (resistivity) ➤ at 27°C Min, ohm cm ➤ at 90°C Min, ohm cm b) Dielectric dissipation factor (tan delta) at 90°C Max c) Total acidity, Max, mg KOH/g d) Total sludge, Max, percent by weight | |
| 15.0 | Presence of oxidation Inhibitor | |
| 16.0 | Water content Max, ppm | |

Annexure - 1

Form of Completion Certificate

Contract: [. . . *insert name of contract and contract identification details*. . . .]

Date:

Certificate No.:

To: [. . . . *insert name and address of Contractor*. . . .]

Dear Ladies and/or Gentlemen,

Pursuant to SCC Clause 5.6.0 of the Special Conditions of the Contract entered into between yourselves and Assam State Electricity Grid Corporation Limited dated [. . . *insert date*. . . .], relating to the [. . . *brief description of the Facilities*], we hereby notify you that the following Works were complete on the date specified below, and that, in accordance with the terms of the Contract, the Purchaser hereby takes over the said works, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: [. . . *description*]
2. Date of Completion: [. . . *date*]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Works in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

[. . . *Signature*]

Assam Electricity Grid Corporation Limited

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

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

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

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar month.

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

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

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

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

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

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

“Construction Manager” means the person appointed by the Contractor’s Representative in the manner provided in SCC Sub-Clause 5.11.2.3.

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

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

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

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

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

The “Contract period” means the period from the contract commencement date to the date (the warranty period is effective). Date of signing of the ‘Contract Agreement’ shall be treated as the “date of commencement of contract”.

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

5.2.0 CONTRACT DOCUMENTS

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

5.3.0 LEGAL JURISDICTION

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

5.4.0 LANGUAGE

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

5.5.0 SCOPE OF WORKS

- 5.5.1. Unless otherwise expressly limited in the **Purchaser’s Requirements**, the Contractor’s obligations cover the provision of all Plant and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Plant and the installation, completion and commissioning of the Works in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, ‘**Purchaser’s Requirements**’. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts and accessories; Contractor’s Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Purchaser, as specifically provided in the **Purchaser’s Requirements**.
- 5.5.2. The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Works as if such work and/or items and materials were expressly mentioned in the Contract.

5.6.0 TIME FOR COMMENCEMENT AND COMPLETION

- 5.6.1. For the purpose of determining the completion time of the Works, the date on which the Contractor signs the Contract Agreement, shall be taken as Commencement Date of the contract.
- 5.6.2. The Contractor shall attain Completion of the Works (or of a part where a separate time for Completion of such part is specified in the Bidding Document), within the time stated in the **Article 3** of the Contract Agreement (Contract Forms) or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.21.0** hereof.
- 5.6.3. As soon as the Works, in the opinion of the Contractor, been completed as per requirements of the specification/contract, the Contractor shall so notify the Purchaser’s Representative in writing.
- 5.6.4. The Purchaser’s Representative shall, within thirty (30) days after receipt of the Contractor’s notice under **Sub-Clause 5.6.3**, either issue a Completion Certificate in the form specified by the Purchaser’s Representative, stating that the Works thereof have reached Completion as of the date of the Contractor’s notice under **Sub-Clause 5.6.3**, or notify the Contractor in writing of any defects and/or deficiencies.
- 5.6.5. If the Purchaser’s Representative notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in **Sub-Clause 5.6.3**.

- 5.6.6. If the Purchaser's Representative is satisfied that the Works have reached Completion, the Purchaser's Representative shall, within fifteen (15) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Works have reached Completion as of the date of the Contractor's repeated notice.
- 5.6.7. If the Purchaser's Representative is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within fifteen (15) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.
- 5.6.8. If the Purchaser's Representative fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within thirty (30) days after receipt of the Contractor's notice under Sub-Clause 5.6.4 or within fifteen (15) days after receipt of the Contractor's repeated notice under Sub-Clause 5.6.6, then the supplies/works shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, as the case may be.

5.7.0 CONTRACT PRICE

- 5.7.1. The Contract Price shall be as specified in **Article 2 (Contract Price)** of the Contract Agreement.
- 5.7.2. Unless an escalation clause is provided for in the **Article 2 (Contract Price)**, the Contract Price shall be a firm shall not subject to any alteration, except in the event of a Change in the Works or as otherwise provided in the Contract.
- 5.7.3. In the event of changes in rates of statutory taxes, the contract price is subject to amendment only if such taxes are specifically quoted in designated column of price schedule or mentioned in remarks column.
- 5.7.4. In the event of implementation of new tax/taxes such as GST, the contract price is subject to amendment as per the tax applicable.

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 supply items (Price Schedule 1) and Other Services (Freight & Insurance) (Price Schedule 2) 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:
 - a) Contractors invoice showing LOA reference , Goods description, quantity dispatched, unit price, total amount (6 Copies);
 - b) Packing List;
 - c) Railway receipt/ LR;
 - d) Manufacturer's guarantee certificate of Quality;
 - e) Material inspection Clearance Certificate for dispatch issued by Purchaser;
 - f) Insurance certificate;
 - g) 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 Contractor.

- 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 Contractor.

5.8.3. ADVANCE PAYMENT

No advance payment is applicable for this contract.

5.9.0 PERFORMANCE SECURITY DEPOSIT

- 5.9.1. The Contractor shall have to deposit to the extent of 10% (ten percent) of the total value of the order as performance security (Bank Guarantee), within seven (10) days of issue 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. If the Contractor fails or neglects to observe, perform any of his obligations under the contract, it will be lawful for the “Purchaser” to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier.
- 5.9.3. 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 work under the contract is completed and the completion certificate is issued in pursuance to **SCC Clause 5.6.0**.
- 5.10.2. No interest shall be payable on such retentions.

5.11.0 REPRESENTATIVES

5.11.1. Purchaser’s Representative

5.11.1.1. The Managing Director, AEGCL shall act as Purchaser’s Representative for purpose of this Contract. The Purchaser’s Representative, represent and act for the Purchaser at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Purchaser’s Representative, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Purchaser’s Representative, except as herein otherwise provided.

5.11.1.2. The Purchaser’s Representative time to time, during performance of the contract may depute other person (s) to act on behalf of him on certain or whole of his responsibilities and will notify the Contractor accordingly.

5.11.2. Contractor’s Representative & Construction Manager

5.11.2.1. Within seven (7) days of signing of the Contract, the Contractor with approval of the Purchaser shall appoint the Contractor’s Representative.

5.11.2.2. The Contractor’s Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Project Manager all the Contractor’s notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Purchaser or the Project Manager to the Contractor under the Contract shall be given to the Contractor’s Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor’s Representative without the Purchaser’s prior written consent. If the Purchaser consents thereto, the Contractor shall appoint some other person as the Contractor’s Representative, pursuant to the procedure set out in SCC Sub-Clause 5.11.2.1.

5.11.2.3. From the commencement of Works at the Site until Completion, the Contractor’s Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except

when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, the Contractor's Representative or the Construction Manager shall appoint a suitable person to act as the Construction Manager's deputy.

5.11.2.4. The Purchaser may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Purchaser, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under the Contract. The Purchaser shall provide evidence of the same, whereupon the Contractor shall remove such person from the Site.

5.11.2.5. If any representative or person employed by the Contractor is removed in accordance with SCC Sub-**Clause 5.11.2.4**, the Contractor shall, where required, promptly appoint a replacement.

5.12.0 WARRANTY

5.12.1. The Contractor warrants that the works or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and equipment supplied and of the work executed.

5.12.2. The term "Period of Warranty" shall mean the period of **Eighteen (18) months** from the date of issue of Completion Certificate in pursuance to **SCC Clause 5.6.0**.

5.12.3. If during the Period Warranty any defect should be found in the design, engineering, materials and workmanship of the plant and equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at Contractor's cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the facilities caused by such defect.

5.12.4. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Purchaser may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Contractor or may be deducted by the Purchaser from any monies due the Contractor or claimed under the Performance Security.

5.13.0 CONTRACTOR'S DRAWINGS

5.13.1. All working drawings shall preferably be prepared in Autocad 2000 software or its later version. The contractor shall also submit the soft copies of all working drawings.

5.13.2. Within 30 days from the date of acceptance of notification of award of contract, the contractor shall send to the Purchaser a preliminary list of all the drawings with their respective identification numbers, titles and expected date of submission. This list shall be amended or extended by the contractors as and when necessary during the progress of the work under the contract.

5.13.3. All titles, notes and inscriptions on the drawings shall be in English.

5.13.4. All drawings which the contractor shall send to the Purchaser for approval shall be approved or rejected or returned for modification within 30 days of receipt by the Purchaser.

5.13.5. Upon approval by the Engineer, the drawings shall become the contract drawings and thereafter, the contractor shall not depart from them in anyway whatsoever except with the written permission of the Purchaser.

5.13.6. FINAL AS-BUILT DRAWINGS

In the final stages of the contract, the contractor shall submit to the Purchaser hard copies as well soft copies of complete set of built up drawings.

5.13.7. MISTAKES/ ERRORS IN DRAWINGS

5.13.7.1. The contractor shall be responsible and liable for any alterations of the work due to any discrepancies, errors, or omissions in the drawings or other particulars which have arisen due to inaccurate information or particulars furnished by the contractor, even though approved by the "Purchaser".

5.13.7.2. However, the "Purchaser" shall be responsible for drawings and information supplied by him. The "Purchaser" shall compensate for any alterations of the work necessitated by the reason of inaccurate information supplied by him to the contractor.

5.14.0 COPY RIGHT ETC

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

5.15.0 SUBLETTING CONTRACT

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

5.16.0 QUANTITY VARIATION

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

5.17.0 CO-OPERATION WITH OTHER MANUFACTURERS

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

5.18.0 INSPECTION AND TESTING

5.18.1. The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the plant& equipment and any part of the works as are specified in the Contract.

5.18.2. The Purchaser and the Purchaser's Representative or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

5.18.3. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice (not less than 30 days) of such test and/or inspection and of the place and time thereof to the Purchaser's Representative. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser and the Purchaser's Representative or their designated representatives to attend the test and/or inspection.

5.18.4. The Contractor shall provide the Purchaser's Representative with a certified report of the results of any such test and/or inspection.

5.18.5. If it is agreed between the Purchaser and the Contractor that the Purchaser and the Purchaser's Representative or their designated representatives shall not attend the test and/or inspection, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.

5.19.0 INSURANCE

- 5.19.1. The "Contractor" shall, have, unless, otherwise specified by the Purchaser, insure the materials through their underwrites at their cost and shall keep it insured against any loss/ damaged/ pilferage in transit, destruction or damage by fire/ flood, without exposure to vagaries of weather or through riot, civil commotion, war or rebellion, for the full value of the materials until the materials are received at the purchaser's destination store.
- 5.19.2. The "Contractor" shall be responsible for safe arrival at destination, unloading and receipt of the materials by the consignee. The Purchaser will discharge consignee's responsibilities only and shall not be responsible for any damage/ loss/ pilferage/ non-delivery by the carriers.
- 5.19.3. In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the supplier shall replace free of cost missing / damaged / lost materials within 30 (thirty) days from the receipt of report thereof from the consignee(s) without waiting for settlement of their claims with their carriers / under-writers. Normally, such reports from the consignee(s) to the supplier shall be initiated within a period of 30 (thirty) days from the date of receipt of each consignment by him /them.
- 5.19.4. If it is considered necessary that the damaged equipment either in part or in full to be sent back to the manufacturer's works for repair, the manufacturers/ suppliers will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Contractor.
- 5.19.5. Unless, otherwise mutually agreed upon, in case of failure by the supplier to replenish /make good of the loss /damage /short supplied quantities, within the stipulated period, the purchaser reserves the right to forfeit the security deposit and/ or adjust any outstanding payment to the "Contractor" with the Purchaser or take any other appropriate action.
- 5.19.6. All materials will be dispatched against clear door delivery basis unless otherwise agreed by the "Purchaser"

5.20.0 FORCE MAJEURE

- 5.20.1. "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
 - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
 - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
 - (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 5.20.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 5.20.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 5.21.0**.

5.21.0 EXTENSION OF TIME FOR COMPLETION

- 5.21.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- (a) any Change in the scope of works by the Purchaser; which justifies extension of completion time as provided in **SCC Clause 5.16.0**; and
 - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.20.0**.
- 5.21.2. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Purchaser's Representative a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Purchaser's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to **SCC Sub-Clause 5.24.0**.

5.22.0 LIQUIDATED DAMAGE

- 5.22.1. The Contractor guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 5.6.2**, or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.21.0** hereof.
- 5.22.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.21.0**, the Contractor shall pay to the Purchaser liquidated damages at the rate of **1 % (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% (five percent)** of the total contract price.
- However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Contract.
- 5.22.3. Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Purchaser may consider following actions:
- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the supplier and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the contractor; or
 - (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor and forfeit the security deposit.
 - (c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 5.23.0**.

5.23.0 CONTRACTUAL FAILURE

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

5.24.0 ARBITRATION

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

Engineers /retired or sitting Judge of India, as the case may be, shall have the power at request of either of the parties, to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties

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

Section - 6

Contract Forms

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

Section 6 - Contract Forms

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

Table of Forms

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1. Notification of Award

[AEGCL's letter head]

**Letter of Acceptance
Supply and other service Contract**

[date]

To: [Name and address of the Contractor]

This is to notify you that your Bid dated [date] for execution of the [name of the 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 & 2), 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 other services Contract' covering inter-alia Ex-works supply of all equipment and materials.

You are requested to furnish the Performance Security within ten (10) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 6 (Contract Forms) of the Bidding Document

[Authorized Signature]
[Name and Title of Signatory]
Assam Electricity Grid Corporation Limited

Encl: Price schedules

2. Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____,

BETWEEN

Assam Electricity Grid Corporation Limited (herein after referred to as 'Purchaser' or 'AEGCL'), a corporation incorporated under the laws of Company Act, 1956 and having its registered office at First Floor, Bijuli Bhawan, Paltanbazar, Guwahati-781001, Assam and [**name of Contractor**], a firm/company incorporated under the laws of Company Act, 1956 and having its principal place of business at [**address of Contractor**] (hereinafter called "the Contractor").

WHEREAS AEGCL desires to engage the Contractor to the 'Supply Contract' covering inter-alia supply and delivery at site of all equipment and materials for the complete execution of '**Manufacture, Testing and Supply of EHV Grade Transformer Oil.**' as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

- | | | |
|--|-----|---|
| Article 1 | 1.1 | Contract Documents (Reference SCC Clause 5.2.0) The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract: |
| Contract Documents | | <ul style="list-style-type: none"> (a) This Contract Agreement and the Appendices hereto (b) Special Conditions of Contract (c) General Conditions of Supply and Erection. (d) Specification(Purchaser's Requirements) (e) Letter of Price Bid and Price Schedules submitted by the Contractor (f) Letter of Technical Bid and Technical Proposal submitted by the Contractor (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 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 | 2.1 | Contract Price (Reference SCC Clause 5.7.0) The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall [. . . amounts in rupees in words . . .], [. . . amounts in figures. . . .] as specified in Price Schedule No. 3 (Grand Summary). The Contract Price is FIRM for entire period of the Contract. |
| Contract Price and Terms of Payment | | |
| | 2.2 | Terms of Payment (Reference SCC Clause 5.8.0) |

The terms and procedures of payment according to which the Purchaser will pay the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

**Article 3
Commencement Date
and Completion Time**

- 3.1 **Commencement Date** (Reference SCC Clause 5.6.1)
The Commencement Date upon which the period until the Time for Completion of the Works shall be counted from is the date when this Contract Document is signed.
- 3.2 **Completion Time** (Reference SCC Clause 5.6.2)
The whole works under the scope of this Contract shall be completed within **three (3)** months from Contract Commencement Date.

Article 4. Appendices

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

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

Signed by, for and on behalf of the Purchaser

[**Signature**]

[**Title**]

in the presence of

[**Signature**]

[**Title**]

Signed by, for and on behalf of the Contractor

[**Signature**]

[**Title**]

in the presence of

[**Signature**]

[**Title**]

APPENDICES

Appendix 1 - Terms and Procedures of Payment

Appendix 2 - Time Schedule

Appendix 3 - Performance Security.

Appendix 4 – Price Schedules.

Appendix 5 – Guaranteed and Other Technical Particulars.

Appendix 1 – Terms and Procedure of Payment

In accordance with the provisions of GCC Clause 5.8.0 (Terms of Payment), the Purchaser shall pay the Contractor 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–Payment for Plant and Equipment Supplied

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.

Schedule No. 2- Other Services

Payment up to 100% of items will be made against progressive monthly bills within six (6) weeks from the date of submission of bills 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*).

(B) Payment Procedures

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

1. Progressive Payment for Plant and Equipment (EXW plus ED value):

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.

Plant and Equipment supplied (Schedule-1):

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

- (i) Application for payment
- (ii) Contractors 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 contractors will be responsible for any consequent expenses.”

2. Installation and other Services (Schedule-2):

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.

Other Services (Schedule-2, Local Transportation & Insurance):

Inland transportation and insurance charges shall be paid to the Contractor on pro-rata basis, as per the unit rates indicated in the Contract Agreement, after receipt of materials/items at site and on presentation of the invoices along with supporting documents by the Contractor. However, these charges will be subject to a limitation that the aggregate of all invoices does not exceed the total amount indicated in the Contract Agreement. Payment shall be released within six (6) weeks of receipt of Payment Application.

3. Taxes and Duties**a) Schedule-1:**

Sales Taxes & Duties in respect of transaction between Purchaser and the Contractor 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 Contractor against invoices to be submitted by the Contractor.

b) Schedule-2:

Other Services (F&I) shall be quoted separately (Schedule No. 2) and shall include rates or prices for freight & insurance and other services incidental to delivery of the plant & equipment, all labor, contractor's equipment, temporary works, construction materials, consumables and all matters and things of whatsoever nature, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services. Prices quoted shall include all taxes, duties, levies and charges applicable.

Purchaser will not bear any liability on account of any taxes applicable on the Services. Purchaser shall, however, deduct such taxes at source as per the rules if applicable, and issue necessary Certificate to the Contractor.

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ *[amount of Guarantee]*¹ _____ *[in words]*, such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed 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.