



## **ASSAM ELECTRICITY GRID CORPORATION LIMITED**

BID SPECIFICATION  
FOR

### **Supply of 220 kV Galvanized Tower Superstructure , Partially galvanised Stub sets, and GI Nuts & bolts of DD+18 type Tower**

BID IDENTIFICATION NO:

**AEGCL/MD/ ADB-2/TL/220KV/Rang-Slkt/Req/Part-II/2019/06**

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# SECTION - 1

## INSTRUCTION TO BIDDER

### 1.1.0 Scope of Bid:

ASSAM ELECTRICITY GRID CORPORATION LTD, herein after referred to as AEGCL or purchaser will receive **e-tender** for supply of the following:

**Manufacture, testing at manufacture's works, supply and delivery of 220 kV Galvanized Tower Superstructure, Stub sets and GI Nuts & Bolts of DD+18 type tower. Quantity as per BoQ published online.**

The scope of work does not include erection and commissioning.

### 1.1.3 Qualification of the Bidder:

To be qualified for award of Contract, bidders:

- (A) Shall submit a written power of attorney authorizing the signatory of the bid to commit the bidder;
- (B) Must be a **manufacturer or firm**. In case the bidder is not a manufacturer, the bidder should submit manufacturer authorization as per format annexed. The manufacturer authorization should be notarized.

#### EXPERIENCE AND FINANCIAL CAPABILITY:

- i. The manufacturers experience should have at least 3 years on the date of tender. (Documentary evidence to be furnished)
- ii. Average Annual turnover of last three years should be minimum of **Rs 40 Lacs**. Documentary evidence should be furnished along with the bid.
- iii. GST Registration Certificate and PAN Card.

### 1.1.4 Time Schedule:

The successful bidder will be expected to complete the supplies within **3 (Three) Months from the date of issue work order**.

### 1.1.5 Bidding:

Each bidder should upload online the following information with sufficient details to enable the purchaser to make an appraisal of the quality and suitability of the material offered.

- a) Complete information required in the Technical bidding Schedule-Section III of this specification.
- b) Manufacturer literature, brochures, catalogues etc.
- c) List of customers to whom such supply has been made along with performance report.

### 1.1.6 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid and AEGCL will in no case be responsible or liable for those costs.

### 1.1.7 Language of Bid:

The bid, and all correspondence and documents related to the bid, exchanged between the bidder and the purchaser shall be in the English language

### 1.1.8 Bid Prices:

Bidders shall give a breakup of the prices in the manner and detail called for in the **Schedules of Prices**.

### 1.1.9 Bid Validity:

Bids shall remain valid for a period of **180 (One hundred and eighty)** days after the date of opening of Bids.

### 1.2.0 Bid Security (Earnest Money):

- a. The Bidder must upload scanned copy as part of its bid with the Technical Proposal, a bid security amounting to **Rs 50,000.00 (Rupees Fifty Thousand) only**.
- b. The bid security shall be in the form of an irrevocable Bank Guarantee issued by a Nationalized Bank in favour of **“Managing Director, Assam Electricity Grid Corporation Limited, Bijulee Bhawan, Paltanbazar, Guwahati-781001”**. The bid security shall remain valid for 30 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested. Bid Security in the form of NEFT/RTGS, Demand Draft in favour of Assam Electricity Grid Corporation Limited payable at Guwahati , Fixed Deposit for the amount mentioned in clause no. 1.2.0 (a) shall also be acceptable.
- c. Any bid not accompanied by an acceptable Bid Security shall be rejected as non-responsive.
- d. Hard Copy of the Bid Security/Earnest Money must be submitted before 1 hour of the tender (Technical Proposal) opening time.

#### 1.2.1 The bid security may be forfeited:

- (a) if the bidder withdraws its bid, except as provided in Clause- 1.6.0
- (b) in the case of a successful bidder, if it fails within the specified time limit to
  - (i) sign the Work order,
  - (ii) furnish the required performance security.

### 1.3.0 Format and Signing of Bid:

A **“Single Stage Two Envelope”** bidding procedure will be adopted. The bidder shall submit simultaneously the two bids one containing the technical proposal and the other containing the price proposal.

**The price proposals of only those Bidders, whose technical proposal are found responsive to the requirement of the bidding document shall only be opened.**

#### **1.4.0 Deadline for Submission of Bids:**

The dates of submission and opening of tender is specified in the NIT.

#### **1.5.0 Late Bids:**

Any bid received by AEGCL after the deadline for submission of bids prescribed in Clause 1.11.0 will be rejected.

#### **1.6.0 Withdrawal/Edit of Bids:**

The bidder may withdraw/Edit its bid after bid submission till the stipulated time of closing/end date of the bids.

#### **1.7.0 Opening of Bids:**

AEGCL will open the technical Bids, in the presence of bidders' representatives who choose to attend; at **the time and date mentioned in the Notice Inviting e-Tender** at the following location:

**Office of The Managing Director,  
Assam Electricity Grid Corporation Limited,  
Bijulee Bhawan, Paltanbazar, Guwahati-781001**

#### **1.8.0 Process to Be Confidential:**

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a work order shall not be disclosed to bidders or any other persons not officially concerned with such process.

#### **1.9.0 Clarification of Bid Proposals and Contacting AEGCL**

To assist in the examination, evaluation and comparison of Bids, AEGCL may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors detected by AEGCL in the evaluation of the bids in accordance with Clause-20.0

#### **1.9.1 Evaluation and Comparison of Bid Proposals:**

Bids, which are substantially responsive and in accordance with all Clauses of the specification shall only be evaluated. The Comparison shall be on all components and raw material including the cost of transportation, local taxes and duties.

#### **1.9.2 Award:**

AEGCL will award the work to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be qualified in accordance with the provisions of Clauses of the specification.

#### **1.9.3 Employer's Right to Accept any Bid and to Reject any or all Bids:**

AEGCL reserves the right to accept or reject any bid, annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability or obligation to the affected bidders.

#### **1.9.4 Notification of Award:**

Prior to expiry of the bid validity period, AEGCL in writing will notify the successful bidder that its bid has been accepted. This letter shall mention the amount; AEGCL will pay in consideration of the supply and other terms and conditions.

#### **1.9.5 Performance Security & Work Order:**

Performance Guarantee of 10% of total work order value for of the project in the form of Bank Guarantee (BG) from a nationalized or scheduled Bank of RBI is to be submitted with acceptance of LOI and before signing of the work order. BG should remain valid up to 60 (sixty) days beyond warranty/ Performance Guarantee Period. Moreover, before one month (i.e. 30 days) of expiry of the BG, renewal is to be done by the contractor if required, otherwise revocation would be done by AEGCL within claim period. BG is to be submitted strictly as per prescribed format of the AEGCL.

Performance Security in the form of NEFT/RTGS or Demand Draft in favour of Assam Electricity Grid Corporation Limited payable at Guwahati or Fixed Deposit for the 10% of the Work Order amount shall also be acceptable.

#### **1.9.6 The bidder must submit a hard copy of the following documents at the AEGCL HQ before 1 (one)hour from the time of opening of the technical bid. Bids submitted without hard copy of the following will be rejected.**

1. Letter of technical bid.
2. Copy of the documentary evidences establishing their qualification as referred in clause 1.1.3 and other bidding documents mentioned in clause 1.1.5.
3. Power of attorney to commit the bidder.
4. Earnest Money deposit.

## **SECTION-2**

### **GENERAL CONDITION OF CONTRACT**

#### **2.1.0 Introduction**

This General Conditions of Work order is supplementary to AEGCL's "**General Conditions of Supply and Erection 2009**". *However, in case of any contradiction, stipulations made in this Bidding Document shall prevail.*

#### **2.1.1 Contractor to Inform Himself Fully**

The contractor should admit that he has examined the general condition of contract, specifications and schedule and has satisfied as to all the conditions and circumstances affecting the work order prices 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. 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.

#### **2.1.3 Delivery Period: -**

Ex-works delivery shall be completed within 3 (Three) month from the issue of the order.

#### **2.1.4 Liquidated Damages for Delay in Completion:-**

Applicable rate for liquidated damages shall not exceed: 1% (one percent) per week of the work order value.

Maximum deduction for liquidated damages: 10 (ten) percent of work order price. However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.

No bonus will be given for earlier Completion of the Facilities or part thereof.

#### **2.1.5 Extension of Time**

If the completion of the work is delayed due to reason beyond the control of the contractor, the contractor should without delay give notice to AEGCL in writing of his claim for an extension of time. AEGCL may extend the completion date as may be reasonable but without prejudice to other terms and conditions of the contract.

#### **2.1.6 Variations, Additions and Omissions**

2.1.6.1 The contractor shall not modify any of the terms and conditions except as directed in writing by AEGCL.



2.1.6.2 AEGCL shall have the right during the work order to amend, alter, omit or otherwise vary any of the items by notice in writings. The contractor shall carry out such variations although the said variations shall not exceed (+/-)15% of the work order price. The amount of such variations shall be determined in accordance with rates specified in the work order and where such rates are not available this will be mutually agreed between the purchaser and the contractor.

### **2.1.7 Terms of Payment**

The terms of payment for the works shall be as follows:

1. Within 60 (sixty) days from the date of submission of the invoice against supply, 80% (eighty percent) payment of the total supply amount would be made along with 100% GST on receipt and acceptance of materials in full and good condition.
2. In total 5 (five) Nos. of progressive supply invoice/ bill would be entertained.
3. For payment of 80% of the total supply amount, maximum 4 (four) Nos. of progressive supply invoices/ bills would be entertained.
4. Remaining 1 (one) No. of supply invoice/ bill of 20% balance supply amount would be entertained on completion of supply in full and good condition.

### **2.1.7 Documents to be submitted with the Invoices:**

- (a) Unconditional acceptance of the Letter of Award and signed Work order, by the contractor for supply.
- (b) Detailed Supply Plan /Project Execution Plan/ PERT chart approved by AEGCL.
- (c) Documentary evidence of dispatch (R/R or receipt of L/R).
- (d) Contractor's detailed invoice in triplicate & packing list identifying contents of each shipment/supply.
- (e) Copy of certificate in respect of payments of State/ Central taxes, duties, levies, etc. have been made against supply of equipment/ materials through contractors/ sub-vendors under the contract, if applicable.
- (f) Certified copy of Insurance Policy/ Insurance Certificate.
- (g) Manufacturer's/ Contractor's Guarantee Certificate of Quality.
- (h) Material Dispatch Clearance Certificate (MDCC)/ Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorised Officer of AEGCL
- (i) Manufacturer's/ Supplier's copy of challan.
- (j) Copy of testing/ inspection of equipment/ material clearance certificate issued by AEGCL.
- (k) Copy of Goods Receipt Sheet (GRS)/ Materials Received Voucher (MRV)/ Materials Handing Over Voucher (MHOV).

### **2.1.9 IS certification:**

The supply will strictly conform to the relevant IS specification and shall bear IS certification mark.

## **2.2.0 Raw Materials:**

Raw material that may be required for manufacture of the entire quantity shall have to be arranged by the tenderer and AEGCL shall have no responsibility in any way what so ever in the arrangement. However proof of procurement of raw materials in the shape of invoice, challan must invariably be produced prior to inspection offer of the finished product.

## **2.2.1 Inspection:**

Type tests shall be carried out in presence of the purchaser's representatives if so desired and the successful tenderer shall give at least 15(fifteen) days notice of the date, when the test shall be carried out.

## **2.2.2 Freight & Insurance:**

The successful tenderer at their cost shall dispatch the materials to the final destination duly insured through their underwriter for any loss/damage during transit.

## **2.2.3 Guarantee**

The materials shall be guaranteed for their satisfactory performance for a period of 60 (Sixty) months from the date supply and will be subject to free replacement for any manufacturing defects. During the guarantee period the supplier shall rectify all defects in design materials and workmanship that may develop under the normal use of the equipment upon written notice from the consignee. The rectification/free replacement must be carried out within a reasonable period and you will do the rectification free of cost.

## **2.2.4 Taxes and duty:**

The details of applicable taxes and duties shall be indicated clearly in the offer.

## **2.2.5 Place of delivery and consignee**

**The materials in the BoQ shall be delivered to 132 KV GSS, Depota Grid Substation, AEGCL and the consignee shall be 132 KV GSS, Depota Grid Substation.**

## **2.2.6 Arbitration: -**

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 International Chamber of Commerce in the case of foreign contractors and in case of local contractors 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 President of International Chamber of Commerce or 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 of the ICC or IOE making such an appointment shall be furnished to both parties. The arbitration shall be conducted in accordance with Rules and procedures for Arbitration of the International Chamber of Commerce (Paris) in the case of foreign contractors as per provisions of the Arbitration Act 1940 or any statutory modification thereof and in case of local contractors, shall be held at Guwahati or any other place as may be decided by the Managing Director, AEGCL.

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 work order will first be discussed and settled bilaterally between AEGCL and the Contractor.

**2.2.7 Other terms and conditions:** - All other terms and conditions unless specifically mentioned herein is subjected to the "General terms and conditions of supply and erection of AEGCL 2009".

## **SECTION – 3**

### **TECHNICAL SPECIFICATIONS**

#### **3.1.0 Scope:**

This Section is intended to cover the requirements for supply of following equipments and materials:

- i) Tower Superstructure.
- ii) GI Nuts and Bolts
- ii) Partially galvanised stub sets.

**The design used in the tower superstructure shall be 220 KV Jyoti Structure Design. The details of materials are specified in the BoQ.**

#### **4.1.1 General**

- 3.1.1. The details specifications given below are intended for general description of quality, workmanship etc for the items given above but do not cover minutes details of the work. In the absence of relevance details in the specifications the work shall be execute according to the prevailing practices and to the discretion of the site engineer.
- 3.1.2. This Section shall have precedence in case anything contrary to this is stated anywhere in this work order document. The contractor shall get clarified any doubts about the specifications etc. before tendering in respect pf interpretation of any portion of this document.
- 3.1.3. The code referred to in this specification correspond to the latest revision.

#### **3.2.0 Special Conditions:**

The Bidder should also note that the towers and foundations of the line was designed with AAAC Zebra conductors.

#### **3.3.0 Towers with all Accessories**

##### **3.3.1 General**

- 3.3.1 The AEGCL shall provide drawings for G.I. towers to the successful bidder at the time of award of contract. The Contractor has to regenerate three copies of drawings for approval.
- 3.3.2 DRAWING TO BE PREPARED BY CONTRACTOR  

The contractor shall prepare fresh drawings of the tower structures based on the drawings furnished by AEGCL and shall submit the same along with the detail bill of materials for AEGCL's approval/reference. The fabrication work shall be started only after the approval of detail bill of materials and shall strictly conform to the approved drawings supplied by AEGCL. It is the responsibility of the Contractor to reproduce the drawings and The Site Engineer reserves the right to make changes to drawings supplied to the contractor for revisions to reflect more updated requirements. Revisions to drawings and any new drawings made to include additional works by the contractors shall be considered as a part of this specification and AEGCL shall entertain no extra claim on this account.
- 3.3.3 In the case of variations in drawings and specifications the decisions of the site Engineer shall be final. If the contractor found discrepancies in the execution of his work he shall refer such discrepancies to the site Engineer before proceedings with such works.

### **3.4.1 MATERIALS**

3.4.1.0 Materials for steel structure including bolts, anchor bolts, washers etc shall be of tested quality and shall conform to IS: 226 and IS: 2062 (for plates over 20mm thick). Grade of Mild Steel (MS) shall be E-250 and High Tensile (HT) part shall be confirmed to E-350. Dimensions of all bolts and nuts shall conform to IS 6639 and their mechanical properties shall conform to property class 4.6 and class 4 of IS: 1367 for bolts and nuts respectively. Dimensions and mechanical properties of all washers shall conform to IS: 6610 and IS: 3063 respectively. Other materials used in the construction of steel structure shall conform to appropriate IS specification for the materials wherever they exist. All members of the steel structures, bolts, nuts and washers shall be galvanized.

### **3.5.0 FABRICATION**

3.5.1 The workmanship shall conform to the best practice in modern structural shops and to the provisions of IS: 802 (Part-II) and IS: 800 as applicable.

#### **3.5.2 Connections**

All connections shall be designed for the full strength and properties of the members. The fabrication, in general shall be bolted type. Bolts shall also be used for field connections unless otherwise specified in the drawings or permitted by the site engineer for any special circumstances. Bolting shall be conforming to IS: 802 (Part-I & II) and IS: 800 as applicable.

Welding where required shall be generally done in accordance with the relevant IS standards. Selection of electrodes shall conform to IS: 815. MS electrodes for welding shall conform to IS 814. Welding procedure shall conform to IS: 816 and IS 823.

#### **3.5.3 Tolerances.**

Fabrications tolerances shall conform to IS: 802 (Part-II) and IS: 800 as applicable.

#### **3.5.4 Marking**

The marking procedure shall conform to IS: 802 and IS: 800 as applicable.

#### **3.5.5 Shop Assembly**

All steelworks (one in each type) shall be temporarily shop assembled complete or as directed by the site engineer before commencing mass fabrication to ensure proper field erections. Reaming of untrue holes will not be allowed. A reasonable amount of drifting will be allowed in assembling. Shop assembled parts shall be dismantled for shipment.

#### **3.5.6 Galvanizing**

Bolts and other fasteners shall be galvanized in accordance with IS: 5358. Galvanising members of structures shall conform to IS: 4759 and spring washers shall be galvanized in accordance IS; 1573.

The recommendation given in IS: 2629 and IS: 6159 shall be complied with in respect of surface preparations, safety and applications of coating.

### **3.6.0 INSPECTION AND PACKING**

3.6.1 The recommendation given in IS: 802 (Part-II) and IS 800 for inspection and packing shall be complied with.

### **3.7.0 TESTING**

3.7.1 The material used for fabrication of towers shall be tested for quality.

# SECTION -4 BID SUBMISSION SHEET, BID FORMS AND SCHEDULES

## 4.1 Bid Submission Sheet

Name of Contract:

To:

The Managing Director,  
Assam Electricity Grid Corporation Ltd,  
Bijulee Bhawan, Paltanbazar, Guwahati-781001

Sir:

We have examined the General Conditions of Contract, Technical Specification, Schedules, and Addenda Nos \_\_\_\_\_(if any). We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete the said Works and remedy any defects fit for purpose in conformity with these documents and the enclosed Proposal (Offer), for the fixed sum of Rupees \_\_\_\_\_ *(insert total quoted total price in figures and words)*.

We accept your suggestions for the appointment of the Dispute Adjudication Board, as set out in the Bidding Document.

We agree to abide by this Bid until \_\_\_\_\_ and it shall remain binding upon us and may be accepted at any time before that date.

If our bid is accepted, we will provide the specified performance security, commence the Works as soon as reasonably possible after receiving the notice to commence, and complete the Works in accordance with the above-named documents within the time stated in the Bidding Document.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding work order between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to work order execution if we are awarded the contract, are listed below:

Yours faithfully

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bids for and on behalf of \_\_\_\_\_

Address  
\_\_\_\_\_

## 4.2 Form of Bid Security (Bank Guarantee)

.....*Bank's Name, and Address of Issuing Branch or Office*.....

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

**Date:**.....

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

We have been informed that . . . . . *name of the Bidder*. . . . . (herein after called "the Bidder") has submitted to you its bid dated . . . . . (herein after called "the Bid") for the execution of . . . . . *name of Work* . . . . . under Invitation for Bids No. . . . .

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 Bid; or
- (b) does not accept the correction of errors in accordance with the conditions of the bid ; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the work, or (ii) fails or refuses to furnish the Performance Security, in accordance with the Bid.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the work order and the performance security 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.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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

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

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### 4.3. Guarantee Declaration

We declare that the ratings, specifications and performance figures of the various plants and equipments furnished by us in the Bid are guaranteed. We further declare that in the event of any deficiencies in meeting the guarantees in respect of the characteristics mentioned in Guaranteed Technical Particulars, of Technical Bid as established after conducting the factory test, you may at your discretion, reject or accept the equipment after assessing the liquidated damages as specified in relevant clause of Bid Document.

Date: (Signature).....  
Place: (Printed Name).....  
(Designation).....  
(Common Seal).....



#### 4.4 Work Completion Schedule

We hereby declare that the following Work Completion Schedule shall be followed by us in executing the works covered under the Scope of this Bid.

---

Sl. No.	Description of Work	Period in Months (from the date of LOA)
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Date : (Signature) .....

Place : (Printed Name) .....

(Designation).....

(Common

Seal).....

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#### 4.5 Form of Bank Guarantee for Performance Security:

..... *Bank's Name and Address of Issuing Branch or Office* .....

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

**Date:** .....

**Performance Guarantee No.:** .....

We have been informed that . . . . . ***name of the Contractor***. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . ***reference number of the Contract***. . . . . dated . . . . . with you, for the execution of . . . . . ***name of contract and brief description of Works***. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we . . . . . name of the Bank. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . name of the currency and amount in figures\*. . . . . (. . . . . amount in words. . . . . ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the earlier of:

(a) eighteen months after our receipt of:

- (i) a copy of the Completion Certificate; or
- (ii) a registered letter from the Contractor, attaching a copy of the notice to the project manager that the Facilities are ready for commissioning, and stating that fourteen days have elapsed from receipt of such notice (or seven days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Contractor in writing of any defects or deficiencies; or

(b) the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....  
**Seal of Bank and Signature(s)**

#### 4.6 Manufacturer's Authorization:

**[The Bidder, in pursuant to Clause 1.1.3(B) (if applicable) shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. Please refer to notes at bottom]**

(Manufacturer's Letterhead)

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

Bid No.: [insert number of bidding process]

To: [Insert: full name of Purchaser]

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

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

We hereby extend our full guarantee and warranty in accordance with Clause 2.9.0 of the General Conditions of Contract, for the above specified Goods supporting the Supply of specified Goods and fulfilling the Related Services by the Bidder against this Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that, we will furnish the Performance Guarantee in accordance with Clause Error! Reference source not found.. Further, we also hereby declare that we and ....., [insert: name of the Bidder] have entered into a formal relationship in which, during the duration of the Contract (including related services and warranty / defects liability) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of [insert: title of position or other appropriate designation](and this must be signed by a person having the power of attorney to legally bind the manufacturer).