

# **ASSAM ELECTRICITY GRID CORPORATION LIMITED**

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## **BIDDING DOCUMENT FOR Earthing, PCC and related works at 132/33 KV Dullavcherra Grid Sub-Station**



**BID IDENTIFICATION NO:- DGM/STTC/2019-20/02**

**Date :-18/06/2019**

**OFFICE OF THE DEPUTY GENERAL MANAGER, SILCHAR T&T CIRCLE,  
ASSAM ELECTRICITY GRID CORPORATION LIMITED, SILCHAR-15**

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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

### 1.1.0 General

#### 1.1.1. Scope of Bid

1.1.1.1. In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Deputy General Manager, STTC, **AEGCL, Silchar-15**, on behalf of MD, Assam **Electricity Grid Corporation Limited** (hereinafter referred to as "the Purchaser" or "AEGCL"), issues this Bidding Document for the '**Earthing, PCC and related works at 132/33 KV Dullavcherra Grid Sub Station (Under Silchar T&T Circle) of AEGCL under PSDF**', as specified in Section 3 (Purchaser's Requirements). The name and identification nos. of this Competitive Bidding are provided in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.

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

#### 1.1.2. Eligible Bidders

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

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

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

1.1.2.4. When the bidder is a JV, the tender should be submitted by the lead partner of the JV along with registered copy of JV agreement. Notarized Power of Attorney to submit the bid by the lead partner also to be submitted along with the JV agreement.

### 1.2.0 Contents of Bidding Document

#### 1.2.1. Sections of Bidding Document

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

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

Section 2 - Bidding Forms (BDF)

Section 3 - Purchaser's Requirements (PRQ)

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

*(This section is supplied separately)*

Section 5- Special Conditions of Contract (SCC)

Section 6 - Contract Forms (COF)

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

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

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

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

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

- 1.2.2.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with **ITB Clause 1.2.2.4**. The Purchaser will respond to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Purchaser's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under **ITB Clause 1.2.3** and **ITB Clause 1.4.2**.
- 1.2.2.2. The Bidder is advised to visit and examine the sites where the works are to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the sites shall be at the Bidder's own expense.
- 1.2.2.3. The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 1.2.2.4. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the **BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 1.2.2.5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than **one week** before the pre-bid meeting.
- 1.2.2.6. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITB Clause 1.2.3** and not through the minutes of the pre-bid meeting.
- 1.2.2.7. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

### **1.2.3. Amendment of Bidding Document**

- 1.2.3.1. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 1.2.3.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with **ITB Clause 1.2.1.4**.
- 1.2.3.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Clause 1.4.2.2**.

### **1.3.0 Preparation of Bids**

#### **1.3.1. Cost of Bidding**

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

#### **1.3.2. Language of Bid**

- 1.3.2.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language.

### 1.3.3. Documents Comprising the Bid

- 1.3.3.1. The Bid shall comprise two envelopes submitted simultaneously, one called the 'Technical Bid' containing the documents listed in **ITB Clause 1.3.3.1** and the other the **Price Bid** containing the documents listed in **ITB Clause 1.3.3.3**. Both the envelopes must be submitted online through E-Tendering portal [www.assamtenders.gov.in](http://www.assamtenders.gov.in)

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

- (a) Letter of Technical Bid;
- (b) Bid Security, in accordance with **ITB Clause 1.3.9**;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB Clause 1.3.10.1**;
- (d) Documentary evidence in accordance with **ITB Clause 1.3.5** establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (e) Documentary evidence establishing in accordance with **ITB Clause 1.3.6** that the plant and services offered by the Bidder conform to the Bidding Document;
- (f) Documents as called for in **ITB Clauses 1.1.2.1, 1.1.2.2, and 1.1.2.3**;
- (g) Any other document required in the **BDS**.

**Bidder shall submit hard copies of the documents mentioned above in (a), (b) and (c) in a physical envelope one day prior to bid submission deadline. Techno-commercial bids shall not be opened if these three documents are not submitted in hard copy before bid submission deadline.**

- 1.3.3.3. 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 1.3.4** and **1.3.7**; and
- (c) any other document required in the **BDS**

### 1.3.4. Letter of Bid and Schedules

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

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

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

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

- 1.3.6.1. The documentary evidence of the conformity of the Works 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 Works and services, including the functional guarantees of the Works, in response to the Specification;
- (b) a commentary on the Purchaser's Specification and adequate evidence demonstrating the substantial responsiveness of the plant and services to those specifications. Bidders shall note that



standards for workmanship, materials and equipment designated by the Purchaser in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

### 1.3.7. Bid Prices

- 1.3.7.1. Unless otherwise specified in the **BDS** and/or Section 3 (Purchaser's Requirements), bidders shall quote for the entire scope of Works 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 completion of the entire scope of works. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 1.3.7.2. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. No deviation in this regard normally, shall be accepted.
- 1.3.7.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 2 (Bidding Forms).
- 1.3.7.4. In the Schedules, bidders shall give the required details and a breakdown of their prices as called for in these Schedules.
- 1.3.7.5. The prices shall be either fixed or adjustable as specified in the **BDS**.
  - (a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated **as non-responsive and rejected**.
  - (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section 2 (Bidding Forms).
- 1.3.7.6. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

### 1.3.8. Period of Validity of Bids

- 1.3.8.1. Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period **shall be rejected** by the Purchaser as non-responsive.
- 1.3.8.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with **ITB Clause 1.3.9**, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

### 1.3.9. Bid Security

- 1.3.9.1. The Bidder shall furnish as part of its bid, in original form, a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**. A scan copy of Bid security is to be uploaded in the e-tendering portal.
- 1.3.9.2. The bid security shall be a demand guarantee, in the forms of an unconditional bank guarantee from a Scheduled or Nationalized Bank. The bid security shall be submitted using the 'Bid Security Form'

included in Section 2 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB Clause 1.3.8.2**.

- 1.3.9.3. Bids not complying with **ITB Clause 1.3.9.1** and **ITB Clause 1.3.9.1**, shall be rejected by the Purchaser as **non-responsive**.
- 1.3.9.4. The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 1.3.9.5. The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to **ITB Clause 1.6.4**.
- 1.3.9.6. The bid security may be forfeited:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB Clause 1.3.8.2** or
  - (b) if the successful Bidder fails to:
    - (i) Sign the Contract in accordance with **ITB Clause 1.6.1**; or
    - (ii) Furnish a performance security in accordance with **ITB Clause 1.6.2**.

### **1.3.10. Format and Signing of Bid**

- 1.3.10.1. The Bidder shall prepare Technical Bid and Price Bid comprising the Bid as described in **ITB Clause 1.3.3**.
- 1.3.10.2. The original of the Bid shall be typed and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 1.3.10.3. A bid submitted by a JV, if allowed by this bidding document, shall be signed so as to be legally binding on all partners.
- 1.3.10.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

### **1.4.0 Submission and Opening of Bids**

#### **1.4.1. Offline Submission of Bids**

- 1.4.1.1. The technical as well as Price bid should be submitted through online portal only.
- 1.4.1.2. For technical bid, all forms and supporting documents as required by **ITB clause 1.3.3** and duly signed and stamped as per **ITB clause 1.3.10** are to be submitted in the O/O Deputy General Manager, Silchar T&T Circle, AEGCL, Silchar-15.
- 1.4.1.3. The price bid must be submitted in the price schedule provided in the portal as per the online price schedule.

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

- 1.4.2.1. Bids shall be received ONLINE, no later than the date and time indicated in the **BDS**. The bidder will not be able to submit his bid after expiry of the date and time of submission of bid.
- 1.4.2.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB Clause 1.2.3**, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **1.4.3. Late Bids**

1.4.3.1. The bidders are allowed to submit bids up to the date and time specified in **ITB Clause 1.4.2**. However, bidders are advised to submit their bids well in advance of the deadline for submission of bids to avoid any last moment difficulties.

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

1.4.4.1. A Bidder may also withdraw its bid, by sending a written notice, duly signed by the authorized person, and shall include a copy of the authorization in accordance with **ITB Clause 1.3.10.1**. The withdrawal notice must be received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause 1.4.2**.

1.4.4.2. Bids requested to be withdrawn in accordance with **ITB Clause 1.4.4.1** shall not be opened.

1.4.4.3. 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.

#### **1.4.5. Bid Opening**

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

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

1.4.5.3. All other Technical Bids shall be opened one at a time, and the following read out and recorded:

- a) the name of the Bidder;
- b) whether there is a modification or substitution;
- c) the presence of a Bid Security, if required; and
- d) any other details as the Purchaser may consider appropriate.

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

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

1.4.5.5. At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

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

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

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

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

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

## 1.5.0 Evaluation and Comparison of Bids

### 1.5.1. Confidentiality

- 1.5.1.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- 1.5.1.2. Any attempt by a Bidder to influence the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 1.5.1.3. Notwithstanding **ITB Clause 1.5.1.2**, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing duly signed by an authorized representative.

### 1.5.2. Clarification of Bids

- 1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with **ITB Clause 1.5.9**.
- 1.5.2.2. If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

### 1.5.3. Deviations, Reservations, and Omissions

- 1.5.3.1. During the evaluation of bids, the following definitions apply:
- "Deviation" is a departure from the requirements specified in the Bidding Document;
  - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

### 1.5.4. Preliminary Examination of Technical Bids

- 1.5.4.1. The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in **ITB Sub-Clause 1.3.3.1** have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, **the Bid may be rejected**.
- 1.5.4.2. The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer **shall be rejected**.
- Letter of Technical Bid;
  - written confirmation of authorization to commit the Bidder;
  - Bid Security; and
  - Technical Proposal in accordance with **APPENDIX 5**

**Bidder shall submit hard copies of the documents mentioned above in (a), (b) and (c) in a physical envelope one day prior to bid submission deadline. Techno-commercial bids shall not be opened if these three documents are not submitted in hard copy before bid submission deadline.**

### **1.5.5. Responsiveness of Technical Bid**

- 1.5.5.1. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in **ITB Clause 1.3.3**.
- 1.5.5.2. A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- a) if accepted, would:
    - (i). affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or
    - (ii). limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
  - b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 1.5.5.3. The Purchaser shall examine the technical aspects of the Bid submitted in accordance with **ITB Clause 1.3.6**, Technical Proposal, in particular to confirm that all requirements of Section 3 (Purchaser's Requirements) have been met without any material deviation or reservation.
- 1.5.5.4. If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **1.5.6. Nonmaterial Nonconformities**

- 1.5.6.1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 1.5.6.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.5.6.3. Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Appendix 2 of ITB (Evaluation and Qualification Criteria)**.

### **1.5.7. Detailed Evaluation of Technical Bids**

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

- c) other relevant factors, if any, listed in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.

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

- 1.5.8.1. The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.
- 1.5.8.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB Clause 1.3.5**.
- 1.5.8.3. **An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall not open the Price Bid of the Bidder.**

#### **1.5.9. Correction of Arithmetical Errors**

- 1.5.9.1. During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
  - a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly; and
  - b) 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) above.
- 1.5.9.2. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be **disqualified and its bid security may be forfeited**.

#### **1.5.10. Evaluation of Price Bids**

- 1.5.10.1. The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used.
- 1.5.10.2. To evaluate a Price Bid, the Purchaser shall consider the following:
  - a) the bid price, including taxes, as quoted in the Price Schedules;
  - b) price adjustment for correction of arithmetical errors in accordance with **ITB Clause 1.5.9.1**; and
  - c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).
- 1.5.10.3. If price adjustment is allowed in accordance with **ITB Clause 1.3.7.5**, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

#### **1.5.11. Comparison of Bids**

- 1.5.11.1. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with **ITB Clause 1.5.10.2**.

#### **1.5.12. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

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

#### **1.6.0 Award of Contract**

##### **1.6.1. Award Criteria**

- 1.6.1.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

##### **1.6.2. Notification of Award**

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

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

### **1.6.3. Signing of Contract**

- 1.6.3.1. Within ten (10) days of receipt of the Letter of Acceptance, the successful Bidder shall be required to sign the Contract Agreement.

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

- 1.6.3.3. The Contract Agreement shall be signed on non judicial stamp paper of appropriate value in a format as per format given in Section-6, Contract Forms

### **1.6.4. Performance Security**

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

- 1.6.4.2. Failure of the successful Bidder to submit the above-mentioned Performance Security and 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 -1 TO ITB Bid Data Sheet (BDS)

### A. Introduction

ITB 1.1.1.1	<p>The number of the Invitation for Bid is:- <b>AEGCL/STTC/2019-20/02 (Group A to D)</b></p> <p>The Purchaser is: <b>Assam Electricity Grid Corporation Limited.</b></p> <p>The name of the Bid is:<b>Earthing, PCC and related works at 132/33 KV Grid Sub Station, AEGCL, Dullavcherra,(Group-A), under PSDF-</b></p> <p><b>The Identification Number of the Bid is: DGM/STTC/2019-20/02</b> <b>Dated: 18/06/2019</b></p>
ITB 1.2.2.1	<p>For <b>clarification purposes</b> only, the Purchaser's address is:</p> <p>Attention: <b>The Deputy General Manager Silchar T&amp;T Circle, AEGCL</b> Address: <b>Meherpur, Silchar-15</b></p> <p>City: <b>Silchar</b></p> <p>PIN Code: <b>788015</b></p> <p>Electronic mail address: <b>aegclsttc@yahoo.in</b></p>
ITB 1.2.2.4	<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 1.3.7.1	<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 1.3.7.5	<p>The prices quoted by the Bidder shall be <b>FIXED for entire period of the Contract.</b></p>
ITB 1.3.8.1	<p>The bid validity period shall be <b>180 (one hundred eighty) days.</b></p>
ITB 1.3.9.1	<p><b>The Bidder shall furnish a bid security in the amount of Rs 64,000/- (Rupees Sixty Four Thousand Only).</b></p>
ITB 1.3.10.1	<p>The bidding is through E-tendering portal and received online. However, bidder has to submit any document in hard copy if asked by the Purchaser.</p>
ITB 1.3.10.1	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of a written confirmation of Authorization to sign on behalf of the Bidder shall consist of <b>Notarized Power of Attorney.</b></p>



ITB 1.4.2.1	<p>For <b>bid submission purposes</b> only, the Purchaser's address is (E-tenders shall be accepted through online portal only).</p> <p>Attention: <b>The Deputy General Manager Silchar T&amp;T Circle, AEGCL</b> Address: <b>Meherpur, Silchar-15</b></p> <p>City: <b>Silchar</b></p> <p>PIN Code: <b>788015</b></p> <p>Electronic mail address: <a href="mailto:aegclsttc@yahoo.in">aegclsttc@yahoo.in</a></p> <p><b>The deadline for bid submission is</b></p> <p>Date: 05.07.2019 Time: 12.00 Hours</p>
ITB 1.4.5.1	<p>The bid opening of Technical Bids shall take place at</p> <p>For <b>clarification purposes</b> only, the Purchaser's address is:</p> <p>Attention: <b>The Deputy General Manager Silchar T&amp;T Circle, AEGCL</b> Address: <b>Meherpur, Silchar-15</b></p> <p>City: <b>Silchar</b></p> <p>PIN Code: <b>788015</b></p> <p>Electronic mail address: <a href="mailto:aegclsttc@yahoo.in">aegclsttc@yahoo.in</a></p> <p>Date: 08.07.2019 Time: 14.00 Hours</p>

## APPENDIX - 2 TO ITB Evaluation and Qualification Criteria (ECQ)

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

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## 1. Evaluation

### 1.1 Technical Evaluation

In addition to the criteria listed in ITB 1.5.7.1 (a) – (c), no other factor shall apply.

### 1.2 Economic Evaluation

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

#### 1.2.1 Quantifiable Deviations and Omissions

*Quantifiable Deviations and Omissions from the contractual obligations:* No financial assessment shall be made by the Purchaser for deviations and omissions from the requirements of the Bidding Document. All such deviations, omissions or reservations shall be dealt with in accordance with ITB Clauses 1.5.5.2, 1.5.5.3, 1.5.5.4, 1.5.6.1, 1.5.6.2, 1.5.6.3, 1.5.7.1(a) and 1.5.9.

### 1.3 Time Schedule

Time to complete Works from the Commencement Date specified in **Article 3** of the Contract Agreement for determining time for completion the works is **6 (Six) months**. Bids not meeting the above time schedule shall be rejected. However, no credit will be given for earlier completion.

### 1.4 Specific additional criteria

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

## 2 Qualification

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

### 2.1 General

- 2.1.1 The Bidder must satisfy the requirement of ITB Sub-Clause 1.1.2 and shall submit necessary document as per the said Clause.
- 2.1.2 Using the 'Form LIT – 1' (Section 4, Bidding Form), bidder shall list all Pending Litigation. All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than **50% percent** of the Bidder's net worth.

### 2.2 Financial Situation

#### 2.2.1

- a) Average annual financial turnover during the last 3 three years, ending 31<sup>st</sup> march of the previous financial year, should be at least 30% of the estimated cost. i.e Rs. 9,57,000/-
- b) Current bank solvency certificate must be submitted to show the bidder's financial position.

### 2.3 Technical Qualifying Requirements

- 2.3.1 Experience having successfully completed similar works during last 7(Seven) years ending last day of the month previous to the one in which applications are invited should be either of the following.
  - i) 3(Three) similar completed works costing not less than the amount equal to 40(forty) % of the estimated cost i.e **Rs 1276000/-**. or
  - ii) 2(Two) similar completed works costing not less than the amount equal to 50(fifty) % of the estimated cost. i.e **Rs.1595000/-** or
  - iii) 1(One) similar quoted completed works costing not less than the amount equal to 80(eighty) % of the estimated cost i.e **Rs 2552000/-**

- b) Definition of “similar works” should be clearly defined.  
In addition to the above the criteria regarding satisfactory performance of works, personnel establishment, plant, equipments etc may be incorporated according to the requirement of the project.

## 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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6.8	Form EXP – 2: Specific Experience 32

1 Letter of Technical Bid

[Bidder's Letterhead]

Date: .....

Bid Identification No (s): .....

: .....

: .....

: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;
- (b) We offer to execute in conformity with the Bidding Documents the following Works: . . . . .
- (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: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

- (i). We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;
- (ii). We offer to execute in conformity with the Bidding Documents the following Works: . . . . .  
.....;
- (iii). The total price of our Bid is the sum of (in figure & words) .....,
- (iv). 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;
- (v). If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (vi). 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
- (vii). 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**  
**Schedule No. 1 – Earthing and PCC works (Silchar T&T Circle)**

Item	Description	Measuring Unit	Qty.	Unit Price	Total Price
1	2	3	4	5	6 = 4 x 5
1	Earthing, PCC and related works as per specification at 132/33 KV Haflong Grid Sub-Station.				
	(a) Earth Pit	Nos.	10		
	(b) Earthing Flats (75X10 mm GS flat)	MTR	1000		
	(c) Rod Electrode 40 mm	Nos.	10		
	(d) Pipe Electrode	Nos.	10		
	(e) Ground Wire	KM	0.5		
	(f) Switchyard PCC base with Gravelling	Sqm	4120		

**NOTE: For E-Tendering, these forms are indicative only. All prices are to be filled in the price schedule provided in the e-tendering portal only.**

#### 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:**  
**Address of Issuing Branch or Office:**  
**Email id and phone no for correspondence:**

**Beneficiary: Managing Director, AEGCL**  
**Name and Address of Purchaser**

**Bid Security No.:**

We have been informed that . . . . . **name of the Bidder**. . . . . (Hereinafter called "the Bidder") intends to submit to you its bid against **Identification No of Bid** . . . . . under Invitation for Bids No. . . . . ("the IFB no") for the following work:

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

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

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

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

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

BG expiry date:

BG clam date:

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

##### NOTE

1. *All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing EMD value.*
2. *This guarantee shall be valid upto 30 days beyond the bid validity.*
3. *For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*
4. *Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.*

## 5 Contract Execution Schedule

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

## 6 Bidders Qualification

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

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

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following original documents.</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of single entity/firm, documents, in accordance with ITB 1.1.2.1.</li> <li><input type="checkbox"/> 2. In case of single Company, documents, in accordance with ITB 1.1.2.2.</li> </ul>	

### 6.2 Form LIT - Pending Litigation

Each Bidder must fill in this form

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

### 6.3 Form FIN - 1: Financial Situation

Each Bidder must fill in this form

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

#### Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth (=TA-TL)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (=CA-CL)**			

\*\* To be obtained for most recent year and carried forward to FIN – 3 Line 1

#### 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).

In case the bidder is a JV, separate filled in forms for each of the JV partners is to be submitted along with the Bid.

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

Each Bidder must fill in this form

<b>Annual Turnover Data for the Last 3 Years</b>	
<b>Year</b>	<b>Amount (Rupees)</b>

**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.

**In case the bidder is a JV, separate filled in forms for each of the JV partners is to be submitted along with the Bid.**

### 6.5 Form FIN – 3: Financial Resources

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

Financial Resources		
No.	Source of financing	Amount (Rupees)
1	Working Capital (to be taken from FIN – 1)	
2	Credit Line	
3	Other Financial Resources	
	<b>Total Available Financial Resources</b>	

In case the bidder is a JV, separate filled in forms for each of the JV partners is to be submitted along with the Bid.



## 6.6 Form FIN – 4: Financial Requirements for Current Contract Commitments

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments						
No.	Name of Contract	Purchaser's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) <sup>a</sup>	Remaining Contract Period in months (Y) <sup>b</sup>	Monthly Financial Resources Requirement (X/Y)
1						
2						
3						
4						
	<b>Total Monthly Financial Requirements for Current Contract Commitments (CCC)</b>					.....

<sup>a</sup> Remaining outstanding contract values to be calculated from 14 days prior to the bid submission deadline.

<sup>b</sup> Remaining contract period to be calculated from 14 days prior to bid submission deadline.

[The availability of Financial Resources of the Bidder shall be assessed as follows:

Total Available Financial Resources from FIN – 3 **minus** the Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 must be equal or greater than the Financial Resource Requirement for the Subject Contract as per Clause 2.2.3, Appendix-2 to ITB, to be qualified under the referred ITB Clause].

**In case the bidder is a JV, separate filled in forms for each of the JV partners is to be submitted along with the Bid.**

## 6.7 Form EXP – 1: General Experience

Each Bidder must fill in this form

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

In case the bidder is a JV, separate filled in forms for each of the JV partners is to be submitted along with the Bid.

## 6.8 Form EXP – 2: Specific Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature	
Contract No. . . . . of . . . . .	Contract Identification
Award Date	Completion Date
Role in Contract	<input type="checkbox"/> Contractor <span style="margin-left: 200px;"><input type="checkbox"/> Subcontractor</span>
Total Contract Amount	(Rupees)
Purchaser's Name Address Telephone/Fax Number E-mail	
Description of the similarity in accordance with Criteria 2.3.2 of Appendix 2, Section 1	
1. Brief Description of Works done  2. Date of Completion.	
<b>Attached are copies of the following original documents.</b> <input type="checkbox"/> 1. Completion Certificates from Purchaser/Owner <input type="checkbox"/> 2. Copy of the Contract Document.	

In case the bidder is a JV, separate filled in forms for each of the JV partners is to be submitted along with the Bid.

## Section - 3

# Purchaser's Requirements

## Section 3 - Purchaser's Requirements

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

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## Section 3

### Purchaser's Requirements

#### 3.1.0 SCOPE

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

- a) Supply of Earthing Flats, Rod Electrodes, Pipe Electrodes, Ground Wire and earthing of equipments and structures with the existing earth mat and construction of treated earth pits. Switchyard PCC, recovery and relaying of gravel of the switchyard etc as brought out in the Specification and Schedule of Requirements as per this section.
- b) The price quoted shall include cost of all materials and labour to complete the job in all respect as per Bill of Quantity and Specifications laid out in this Section.

#### 3.2.0 GENERAL

3.2.1 The intent of this Section of the Specification is to cover requirements, which are to be followed in construction of earth pits including erection of Pipe electrodes, rod electrodes and the connection to the existing Earth mat in the switchyard and Switchyard PCC as well as gravelling.

3.2.2 The work shall be carried out according to the design/drawings/specifications to be provided by the AEGCL. Certain minimum requirements are indicated in this Section for guidance purposes only. However, the Contractor shall quote according to the complete requirements.

3.2.3 The bidder must employ at least one supervisor having valid HT supervisory license from Govt. of Assam.

#### 3.3.0 SURFACE PREPARATION AND STONE SPREADING INCLUDING PCC SPECIFICATIONS

3.3.1 Before taking up PCC base (pro 1:3:6) and stone filling, the area shall be thoroughly de-weeded including removal of roots and recovery of existing gravel.

3.3.2 The Contractor shall have to prepare the site by earth cutting or filling as per site condition to arrive at the required level as specified in Clause 3.3.6. **Contractors are advised to visit relevant sites to assess the requirement of earthwork before quoting.**

3.3.3 The surface of the switchyard area shall be maintained, rolled/ compacted to the lines and grades as decided by Engineer-in-Charge. De-weeding including removal of roots shall be done before rolling is commenced. Engineer-in-Charge shall decide final formation level so as to ensure that the site appears uniform devoid of undulations.

3.3.4 A base layer of PCC of 80 mm thickness with proportion of 1:3:6 shall be provided before spreading of crushed rocks. PCC base shall be done in panels of 4 m x 4 m with expansion gap of 25 mm between panels. The gap shall be filled with bitumen. Each panel shall be provided with four (4) numbers of PVC pipes (per panel) of 100 mm dia of length 450 mm for soaking of water. The pipes will be provided with gratings at the top and the same will be flushed with the PCC top.

3.3.5 Over the PCC layer, a surface course of minimum 100 mm thickness of broken stone shall be spread. For this purpose, the recovered gravel from the switchyard shall be used. Any

additional quantity of gravel required to achieve 100mm thickness shall be supplied by the contractor.

- 3.3.6 The ground leveling activities should be done in such a manner that after construction of PCC and spreading of gravel as per specified requirements, clearance from the top of the gravel layer to the plinth should be a minimum of 300mm.
- 3.3.7 *The Bidder should note that the price quoted shall be inclusive of cost of all activities for site preparations, such as clearing the area, earth filling, earth cutting, levelling etc. It is advised that the Bidders should visit the concerned sites before finalising their bids.*

### 3.4.0 EARTHING SYSTEM

#### 3.4.1 General

- (a) The main earth mat of the entire switchyard is already in place.
- (b) All conductors buried in earth and concrete shall be GI. All conductors above ground level and earthing leads, cable trench earthing shall be of galvanised steel.
- (c) Light poles, junction boxes on the poles, cable and cable boxes/glands, lockout switches etc. shall be connected to the earthing conductor running along with the supply cable which in turn shall be connected to earthing grid conductor at a minimum two points
- (d) The metallic switchyard security fencing may not be connected to the substation main earth grid. The security fencing shall be earthed by running a separate 40 mm dia MS rod earthing conductor along the fence along with 40 mm dia rod electrodes of 3000 mm long at regular intervals and at each corner
- (e) For transformer earthing, two electrodes are to be connected to treated earth pits and the same shall be connected to the existing earth mat. Also, LAs on HV and LV side of transformers are to be earthed using one electrode which shall be connected to the earth mat.**
- (f) Ineffective/damaged Equipment/Structure earthing identified for the substation equipments in coordination with the concerned Resident Engineer shall be properly earthed using electrodes and GI flats as required.**
- (g) Placing of electrodes should be such that if the length of earth electrode is "l", the next electrode should be placed at "2l" distance from the 1st.**
- (h) Security fencing should be separately earthed. At max, 4 no. of 40 mm dia rod electrodes of 3000 mm long electrodes may be used for the earthing of the fencing on each side.**
- (i) Parts of the switchyard where earthing mat (main mesh) does not exist at present (if any) as identified by the concerned Resident Engineer or as per BoQ and necessary earthing activities to be undertaken.**
- (j) Also, the proper earthing of Kiosks as per direction of the concerned Resident Engineer in the switchyard and depending on availability of earth-mat in that area of the switchyard, necessary earthing activities are to be carried out.**
- (k) One number 40 mm dia, 3000 mm long earth electrode with test link, CI frame and cover shall be provided to connect each down conductor of surge arresters, capacitive voltage transformers, lightning masts and towers with peak.
- (l) For substation equipments, the connection between existing earthing pads and the earthing grid shall be made by two short earthing leads (one direct and another through

the support structure) free from kinks and splices. In case earthing pads are not provided on the item to be earthed, same shall be provided in consultation with Purchaser.

- (m) All lighting panels, junction boxes, receptacles fixtures, conduits etc. shall be grounded in compliance with the provision of I.E. rules
- (n) Each earthing lead from the neutral of the power transformer/Reactor shall be directly connected to two pipe electrodes in treated earth pit (as per IS) which in turn, shall be buried in Cement Concrete pit with a cast iron cover hinged to a cast iron frame to have an access to the joints. All accessories associated with transformer/reactor like cooling banks, radiators etc. shall be connected to the earthing grid at minimum two points
- (o) Neutral points of systems of metallic enclosures and frame works associated with all current carrying equipment and extraneous metal works associated with electric system shall be connected to the existing earth mat.
- (p) Earthing connections with equipment earthing pads shall be bolted type. Contact surfaces shall be free from scale, paint, enamel, grease, rust or dirt. Two bolts shall be provided for making each connection. Equipment bolted connections, after being checked and tested, shall be painted with anti-corrosive paint/compound.
- (q) The 75x12mm GI flat shall be clamped with the equipment support structures at 1000mm interval.
- (r) Connection between equipment earthing lead and main earthing conductors and between main earthing conductors shall be welded type. For rust protections, the welds should be treated with red lead and afterwards coated with two layers bitumen compound to prevent corrosion.
- (s) All ground connections shall be made by electric arc welding. All welded joints shall be allowed to cool down gradually to atmospheric temperature before putting any load on it. Artificial cooling shall not be allowed.
- (t) All earthing activities shall conform to the Code of practice for Earthing IS: 3043 and as directed by the site-incharge.
- (u) Installation of Ground wire is to be done as instructed by Engineer-in-Charge.

### 3.4.2 Details of Earthing System

Sl. No.	Item	Size	Materials
1	Main Earthing Conductor to be buried in ground	65 mm x 12 mm	GI Flat
2	Conductor above ground & earthing leads (for equipment), Risers.	65 mm x 12 mm	GI Flat
3	Conductor above ground & earthing leads (for columns & aux. structures), Risers	65 mm x 12 mm	GI Flat
4	Earthing of indoor LT panels, Control panels and outdoor marshalling boxes, MOM boxes, Junction boxes & Lighting Panels etc.	50 mm x 6 mm	GI Flat
5	Rod Earth Electrode	40mm dia, 3000	Mild Steel



		mm long	
6	Pipe Earth Electrode (in treated earth pit) as per IS 3043.	40mm dia, 3000 mm long	GI Pipe
7	Earthing conductor along outdoor cable trenches	50mm x 6 mm	GS Flat

## **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).

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

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar month.

“Party” means the “Purchaser” or the “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.

The “Works” mean what the Contract requires the Contractor to construct, install, and turn over to the Purchaser, as defined in the under the Contract.

“Completion” means the fulfilment of the Works by the Contractor in accordance with the terms and conditions set forth in the Contract.

“Defect” is any part of the Works not completed in accordance with the Contract.

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

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

#### 5.2.0 CONTRACT DOCUMENTS

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

#### 5.3.0 LEGAL JURISDITCTION

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

#### 5.4.0 LANGUAGE

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

#### 5.5.0 SCOPE OF WORKS

- 5.5.1. The scope of works shall be as specified in Schedule No. 1, of Section -2, Bidding Forms.

5.5.2. Unless otherwise stipulated in expressly limited in the **Purchaser's Requirements**, the Scope of Works shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining the completion of Works as if such items were expressly mentioned in the Contract.

#### **5.6.0 COMPLETION SCHEDULE**

5.6.1. For the purpose of determining the completion time of the Contract, the date which falls 7 days after the issue of LoA/NoA shall be taken as Commencement Date of the contract.

5.6.2. The completion schedule shall be in accordance with the Completion Schedule specified 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 5.15.0** hereof.

#### **5.7.0 CONTRACT PRICE**

5.7.1. The Contract Price shall be as specified in **Article 2 (Contract Price)** of the Contract Agreement.

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

#### **5.8.0 TERMS OF PAYMENT**

5.8.1. Payment against Installation and Other Services (Price Schedule 1) shall be made as follows:-

Payment up to 100% of Works items shall be made against each progressive bills within 60(Sixty) days 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 5.8.4**) and as per terms and conditions stipulated in the Contract Agreement.

5.8.2. Two progressive bills per substation shall be entertained after completion of minimum 30% and 60% of the work.

5.8.3. Final payment shall be released to the Contractor only after final acceptance of Works by AEGCL.

#### **5.8.4 ADVANCE PAYMENT**

No advance payment is applicable for this contract.

#### **5.9.0 PERFORMANCE SECURITY DEPOSIT**

5.9.1. The successful Bidder 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 (15) days of receipt of notification of award, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 30 days beyond the warranty period.

5.9.2. 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 Contractor.

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, 10% value of each progressive bill will be retained by the Purchaser as 'Retention Money'. The amount will be held by the Purchaser until the Works under the contract is completed and the completion certificate is issued in pursuance to Clause 25.0 of AEGCL's General Conditions of Supply and Erection 2009.

5.10.2. No interest shall be payable on such retentions.

#### **5.11.0 DEFECTS LIABILITY PERIOD**

- 5.11.1. The term period of defect liability period shall mean the period of **18(eighteen) months** from the date of Taking Over of the Work by AEGCL. A Taking over Certificate (TOC) will be issued by the appropriate authority.
- 5.11.2. The Site Engineer of AEGCL shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at completion of Works. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 5.11.3. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Site Engineer's notice.
- 5.11.4. If the Contractor has not corrected a Defect within the time specified in the Site Engineer's notice, the Site Engineer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount or shall adjust the amount from performance security deposit.

#### **5.12.0 QUANTITY VARIATION**

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

#### **5.13.0 INSURANCE**

- 5.13.1. The Contractor shall provide, in the joint names of the Purchaser and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, for the following events, which are due to the Contractor's risks:
- a) loss of or damage to the Works, Plant, Equipment and Materials;
  - b) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - c) personal injury or death.
- 5.13.2. The Contractor shall provide safety training/ awareness to all employees regarding electrical hazards in presence of the RE of the concerned substation.

#### **5.14.0 FORCE MAJEURE**

- 5.14.1. "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.



- 5.14.2. 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.
- 5.14.3. 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 5.15.0**.

#### **5.15.0 EXTENSION OF TIME FOR COMPLETION**

- 5.15.1. 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 5.12.0**; and
  - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.14.0**.
- 5.15.2. 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 5.18.0**.

#### **5.16.0 LIQUIDATED DAMAGE**

- 5.16.1. 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 5.15.0** hereof.
- 5.16.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.15.0**, the Contractor shall pay to the Purchaser liquidated damages at the rate of 1 % (**one percent**) of the total Contract Price per week or part thereof of delay. The aggregate amount of such liquidated damages shall in no event exceed **10% (ten percent)** of the total contract price.
- However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Contract.
- 5.16.3. 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 Contractor 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 5.17.0**.

#### **5.17.0 CONTRACTUAL FAILURE**

- 5.17.1. 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 Contractor 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.

**5.18.0 ARBITRATION**

- 5.18.1. 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
- 5.18.2. 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.

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**1. Notification of Award**

[AEGCL's letter head]

**Letter of Acceptance  
Supply of Works and Related Services**

[ \_\_\_/\_\_\_/\_\_\_\_\_ ]

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), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the 'Supply and Delivery Contract' covering inter-alia Ex-works supply and Delivery of all Works including Related Services.

You are requested to furnish the Performance Security within seven 15 (Fifteen) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 6 (Contract Forms) of the Bidding Document

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

Attachment: Contract Agreement

## 1. Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

BETWEEN

**Assam Electricity Grid Corporation Limited (herein after referred to as AEGCL)**, a corporation incorporated under the laws of Company Act, 1956 and having its registered office at First Floor, 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”). [**in case of JV insert name and address of the Lead Partner as well as other Partners**]

WHEREAS AEGCL desires to engage the Contractor to the the Works known as ‘**Earthing, PCC and related works at various GSS of AEGCL under PSDF(Package-C)**’, as detailed in the Contract Document, and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### Article 1 Contract Documents

- 1.1 **Contract Documents** (Reference SCC Clause 5.2.0)  
The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract:
- (a) This Contract Agreement and the Appendices hereto
  - (b) Letter of Price Bid and Price Schedules submitted by the Contractor
  - (c) Letter of Technical Bid and Technical Proposal submitted by the Contractor
  - (d) Special Conditions of Contract
  - (e) General Conditions of Supply and Erection.
  - (f) Specification (Purchaser’s Requirements)
  - (g) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
  - (h) Any other documents (if necessary) shall be added here
- 1.2 **Order of Precedence** (Reference SCC Clause 5.2.0)  
In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.
- 1.3 **Definitions** (Reference SCC Clause 5.1.0)  
Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the SCC.

### Article 2 Contract Price and Terms of Payment

- 2.1 **Contract Price** (Reference SCC Clause 5.7.0)  
The Purchaser hereby agrees to pay to the 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 FIXED for entire period of the Contract.**
- 2.2 **Terms of Payment** (Reference SCC Clause 5.8.0)  
The terms and procedures of payment according to which the Purchaser will pay the Contractor are given in the SCC Clause 5.8.0.

**Article 3  
Commencement Date  
and Completion Time**

- 3.1 **Commencement Date** (Reference SCC Clause 5.6.1)  
The Commencement Date upon which the period until the Time for Completion of the total scope under the Contract shall be counted from the date which falls 7 days after the issue of LoA/NoA.
- 3.2 **Completion Time** (Reference SCC Clause 5.6.2)  
The whole scope under this Contract shall be completed within **6 (Six)** months from Contract Commencement Date.

**Article 4. Appendices**

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

IN WITNESS WHEREOF the Purchaser and the 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 1 – Terms and Procedures of Payment

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

### (A) Terms of Payment

#### Schedule No. 1

Payment up to 100% of Works items shall be made against each progressive bills within 60(Sixty) days 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 5.8.4*) and as per terms and conditions stipulated in the Contract Agreement.

Two progressive bills per substation shall be entertained after completion of minimum 30% and 60% of the work.

Final payment shall be released to the Contractor only after final acceptance of Works by AEGCL.

### (B) Payment Procedures

#### Progressive Payment

The Contract price shall be paid progressively (monthly) on pro-rata basis on receipt of Payment Application and on certification by the Purchaser/ his site representative, on quantum of work done successfully

## 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)

Issuing bank and address with phone &amp; email id:

BG no. and date:

BG expiry date:

Claim upto date:

To: The Managing Director, AEGCL  
First Floor, Bijulee Bhawan, Guwahati-781001

WHEREAS \_\_\_\_\_ [*name and address of Contractor*] has undertaken, in pursuance of Contract No. (LoA No.) Dated (LoA date) to execute \_\_\_\_\_ [*name of Contract*] (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of [*amount of Guarantee in figure*] [*amount 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/Manufacturer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the scope to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

BG shall be valid up to <date>.

Signature and Seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Note:

1. All italicized text is for use in preparing this form and shall be deleted from the final document. An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.
2. This guarantee shall be valid upto 60(Sixty) days beyond the Warranty Period as per the Contract.
3. For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.
4. Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.

**Appendix 4 – Price Schedules**

(Price Schedules shall be inserted here)