

# **BIDDING DOCUMENT**

FOR

## **Supply of Safety Items in different Sub- Stations of AEGCL under O&M (HQ)**



**ASSAM ELECTRICITY GRID  
CORPORATION LIMITED**

**BID IDENTIFICATION NO:**

**AEGCL/MD/O&M/S.S/Safety Item/2020/01**

## **MAIN CONTENTS**

<b>Section – 1</b>	<b>Instruction to Bidders</b>	<b>3</b>
<b>Section –2</b>	<b>BIDDING FORMS</b>	<b>20</b>
<b>Section - 3</b>	<b>Purchaser’s Requirements</b>	<b>38</b>
<b>Section - 4</b>	<b>General Conditions of Supply and Erection of AEGCL</b>	<b>43</b>
<b>Section - 5</b>	<b>Special Conditions of Contract</b>	<b>44</b>
<b>Section - 6</b>	<b>Contract Forms</b>	<b>51</b>

**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.

## Table of Clauses

<b>1.1.0 General</b> .....	<b>3</b>
1.1.1 Scope of Bid	3
1.1.2 Eligible Bidders	3
<b>1.2.0 Contents of Bidding Document</b> .....	<b>3</b>
1.2.1 Sections of Bidding Document	3
1.2.2 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	3
1.2.3 Amendment of Bidding Document	4
<b>1.3.0 Preparation of Bids</b> .....	<b>4</b>
1.3.1 Cost of Bidding	4
1.3.2 Language of Bid	4
1.3.3 Documents Comprising the Bid	5
1.3.4 Letter of Bid and Schedules	5
1.3.5 Documents Establishing the Eligibility and Qualifications of the Bidder	5
1.3.6 Documents Establishing Conformity of the Goods and Services	5
1.3.7 Bid Prices	6
1.3.8 Period of Validity of Bids	6
1.3.9 Bid Security	6
1.3.10 Format and Signing of Bid	7
<b>1.4.0 Submission and Opening of Bids</b> .....	<b>7</b>
1.4.1 On-line submission of Bids	7
1.4.2 Deadline for Submission of Bids	7
1.4.3 Late Bids	7
1.4.4 Withdrawal, Substitution, and Modification of Bids	7
1.4.5 Bid Opening	7
<b>1.5.0 Evaluation and Comparison of Bids</b> .....	<b>8</b>
1.5.1 Confidentiality	8
1.5.2 Clarification of Bids	9
1.5.3 Deviations, Reservations, and Omissions	9
1.5.4 Preliminary Examination of Technical Bids	9
1.5.5 Responsiveness of Technical Bid	9
1.5.6 Nonmaterial Nonconformities	10
1.5.7 Detailed Evaluation of Technical Bids	10
1.5.8 Eligibility and Qualification of the Bidder	10
1.5.9 Correction of Arithmetical Errors	10
1.5.10 Evaluation of Price Bids	11
1.5.11 Comparison of Bids	11
1.5.12 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	11

---

<b>1.6.0 Award of Contract</b> .....	<b>11</b>
1.6.1 <b>Award Criteria</b>	11
1.6.2 <b>Notification of Award</b>	11
1.6.3 <b>Signing of Contract</b>	11
1.6.4 <b>Performance Security</b>	11
APPENDIX TO ITB - 1: Bid Data Sheet.....	<b>13</b>
APPENDIX TO ITB - 2 Evaluation and Qualification Criteria.....	<b>15</b>

## 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 **Chief General Manager (O&M)** on behalf of **Assam Electricity Grid Corporation Limited (AEGCL)** (hereinafter referred to as "the Purchaser" or "AEGCL"), issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 3 (Purchaser's Requirements). The name and identification nos. of this Competitive Bidding are provided in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.

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

#### 1.1.2. Eligible Bidders

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

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

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

### 1.2.0 Contents of Bidding Document

#### 1.2.1. Sections of Bidding Document

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

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

Section 2 - Bidding Forms (BDF)

Section 3 - Purchaser's Requirements (PRQ)

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

Section 5- Special Conditions of Contract (SCC)

Section 6 - Contract Forms (COF)

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

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

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

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

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

1.2.2.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with **ITB Clause 1.2.2.4**. The Purchaser will respond to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Purchaser's response shall be in writing with copies to all Bidders who have

acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under **ITB Clause 1.2.3** and **ITB Clause 1.4.2.2**.

- 1.2.2.2. The Bidder is advised to visit and examine the 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 **three working days** before the bid submission deadline.
- 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 uploaded in [www.aegcl.co.in](http://www.aegcl.co.in) as well as in <https://assamtenders.gov.in> in accordance with **ITB Clause 1.2.1.4**.
- 1.2.3.3. To give prospective Bidders reasonable time in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Clause 1.4.2.2**.

### **1.3.0 Preparation of Bids**

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

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

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

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

**1.3.3. Documents Comprising the Bid**

- 1.3.3.1. The Bid shall comprise of two envelopes submitted simultaneously, one called the '**Technical Bid**' containing the documents listed in **ITB Clause 1.3.3.2** and the other the '**Price Bid**' containing the documents listed in **ITB Clause 1.3.3.3**, both envelopes must be submitted online through e-tendering portal <https://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) Under taking from the bidder mentioning that "price will be valid for 1 (one) year from the dated of issuing work order".
  - (h) Any other document required in the **BDS**.

**Bidder should submit hard copies of the documents mentioned above in (a), (b) and (c) in a physical envelope before technical bid opening. Techno-commercial bids may not be evaluated if these three documents are not submitted in hard copy before technical bid opening.**

**A document checklist has been provided along with the bidding documents. Bidders are requested to fill-up and upload the same in the e-tender portal along with techno-commercial tender.**

- 1.3.3.3. The Price Bid shall be submitted by the Bidder in the schedule provided in the e-tender portal mentioned in **BDS**.

**1.3.4. Letter of Bid and Schedules**

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

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

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

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

- 1.3.6.1. The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:
- (a) a detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the Goods, in response to the Specification;
  - (b) a commentary on the Purchaser's Specification and adequate evidence demonstrating the substantial responsiveness of the plant and services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Purchaser in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions
  - (c) 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 scope of supply and services on an "item wise" basis so that the bid price covers all the contractors obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement, delivery, and completion of the quoted item(s).
- 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. Bidder shall quote for the unit price, Freight & Insurance in the price schedule.**
- 1.3.7.4. Bidders should quote unit price and F&I excluding GST.**
- 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).
- (c) prices should be valid for 1 (one) year from the dated of issuing work order.

**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 and other details shall be as specified in the **BDS**.
- 1.3.9.2. The bid security shall be a demand guarantee, in the forms of an unconditional bank guarantee from a Scheduled or Nationalized Bank. The bid security shall be submitted using the 'Bid Security Form' included in Section 3 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB Clause 1.3.8.2**.
- 1.3.9.3. Bids not complying with **ITB Clause 1.3.9.1** and **ITB Clause 1.3.9.2**, **shall be rejected** by the Purchaser as **non-responsive**.
- 1.3.9.4. The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 1.3.9.5. The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to **ITB Clause 1.6.4**.
- 1.3.9.6. The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB Clause 1.3.8.2** 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 one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in **ITB Clause 1.3.3**
- 1.3.10.2. The original Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 1.3.10.3. A bid submitted by a JV shall be signed so as to be legally binding on all partners.
- 1.3.10.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

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

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

- 1.4.1.1. The Technical as well as Price Bid should be submitted through online portal only.
- 1.4.1.2. For Technical bid, all forms and supporting documents as required by ITB Clause 1.3.2 and duly signed and stamped as per ITB Clause 1.3.10 are to be uploaded to the e-tendering portal. The documents are to be uploaded in pdf format and each file should not exceed 5 MB in size. In case a document is more than 5 MB in size, the same may be split to make the size below 5 MB.
- 1.4.1.3. The Price Bid must be submitted in the Price Schedule provided on the e-tendering portal as per the online format.

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

- 1.4.2.1. Bids shall be received ONLINE only on or before the date and time indicated in the **BDS**.
- 1.4.2.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB Clause 1.2.3**, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

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

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

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

- 1.4.4.1. E-tendering portal shall allow modification of bids any time before the deadline for Bid Submission. A bidder may withdraw its bid, by sending a written notice duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 1.3.10.2**, Notices must be received by the purchaser prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause 1.4.2**. Withdrawal request for complete bid shall only be accepted. Withdrawal request for part of the offered items shall not be accepted.
- 1.4.4.2. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

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

- 1.4.5.1. The Purchaser shall conduct the opening of Technical Bids through online process at the address, date and time specified in the BDS. The Bid Opening Committee shall open the bids received online in the presence of Bidders' designated representatives who choose to attend. The Price Bids will remain unopened until the specified time of their opening.
- 1.4.5.2. First, physical envelopes marked "WITHDRAWAL" shall be opened and read out and the corresponding bid shall not be considered for opening. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal duly signed by an authorized representative and is read out at bid opening.
- 1.4.5.3. All the Technical Bids shall be opened one at a time, and the following read out and recorded
- a. the name of the Bidder;
  - b. the presence of a Bid Security, if required; and
  - c. any other details as the Purchaser may consider appropriate.

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

- 1.4.5.4. The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal and alternate proposals and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record
- 1.4.5.5. At the end of the evaluation of the technical bids, the purchaser will invite bidders who have submitted substantially responsive technical bids to attend the opening of the Price Bids. The purchaser shall intimate the bidder in writing regarding opening of the price bid. In the intimation letter, purchaser shall mention date, time, location of price bid opening.
- 1.4.5.6. The Purchaser shall conduct the opening of Price Bids in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 1.4.5.7. All the Price Bids shall be opened one at a time and the following read out and recorded:
- a) name of the Bidder.
  - b) quoted price.
  - 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:

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

#### **1.5.4. Preliminary Examination of Technical Bids**

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

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

- a) Letter of Technical Bid;
- b) Written confirmation of authorization to commit the Bidder;
- c) Bid Security; and

**Bidder should submit hard copies of the documents mentioned above in (a), (b) and (c) in a physical envelope prior to deadline for technical bid submission. Techno-commercial bids may not be evaluated if these three documents are not submitted in hard copy deadline for technical bid submission.**

#### **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 goods and services offered with specified performance criteria; suitability of the goods and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
  - b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
  - c) other relevant factors, if any, listed in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.
- 1.5.8. Eligibility and Qualification of the Bidder**
- 1.5.8.1. The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.
- 1.5.8.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB Clause 1.3.5**.
- 1.5.9. Correction of Arithmetical Errors**
- 1.5.9.1. During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:

- a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
  - b) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 1.5.9.2. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be **disqualified and its bid security may be forfeited**.
- 1.5.10. Evaluation of Price Bids**
- 1.5.10.1. The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used.
- 1.5.10.2. To evaluate a Price Bid, the Purchaser shall consider the following:
- a) the bid price excluding taxes as quoted in the Price Schedules;
  - b) price adjustment for correction of arithmetical errors in accordance with **ITB Clause 1.5.9.1**; and
  - c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).
- 1.5.10.3. If price adjustment is allowed in accordance with **ITB Clause 1.3.7.5**, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 1.5.11. Comparison of Bids**
- 1.5.11.1. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid price, 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. Purchaser shall in general award the contract to the lowest substantially responsive bidder. However, the purchaser reserves the right to not award contract to the lowest substantially responsive bidder without thereby incurring any liability to Bidders.
- 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 partially or fully accepted quoting acceptance of the bid. 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 **15 (Fifteen) days** of receipt of the Letter of Acceptance, the successful Bidder shall be required to sign the Contract Agreement.
- 1.6.3.2. The contract signing shall take place at the premises of the Purchaser.
- 1.6.4. Performance Security**



- 1.6.4.1. Within **15(fifteen) 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 **Section 6 (Contract Forms)**, or another form acceptable to the Purchaser.
- 1.6.4.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the purchaser may award the contract to the next lowest evaluated bidder whose offer is substantially responsive and is determined by the purchaser to be qualified to perform the contract satisfactorily.

## APPENDIX TO ITB - 1 Bid Data Sheet (BDS)

### A. Introduction

ITB1.1.1.1	<p>The number of the Invitation for Bid is : <b>AEGCL/MD/S.S/Safety Equipment/2020/IFB/01</b></p> <p>The Purchaser is: <b>Assam Electricity Grid Corporation Limited.</b></p> <p>The name of the Bid is: <b>Supply of Safety Items in different Sub-Stations of AEGCL under O&amp;M (HQ)</b></p> <p><b>The Identification Number of Bid is:</b></p> <p style="text-align: center;"><b>AEGCL/MD/O&amp;M/S.S/Safety Item/2020/01</b></p>
ITB1.2.2.1	<p>For <b>clarification purposes</b> only, the Purchaser's address is:</p> <p>Attention: <b>The Chief General Manager (O&amp;M), AEGCL</b>  Street Address: <b>Bijulee Bhawan, Paltanbazar</b>  Floor/Room number: <b>First Floor</b>  City: <b>Guwahati</b>  PIN Code: <b>781001</b>  Country: <b>India</b></p> <p>Electronic mail address: <a href="mailto:cgmomaegcl@gmail.com">cgmomaegcl@gmail.com</a></p>
ITB 1.2.2.4	<p>Pre bid meeting if felt necessary by the purchaser shall be intimated to the bidder through notification published in <a href="http://www.aegcl.co.in">www.aegcl.co.in</a> and <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a></p>
ITB 1.3.3.2(g)	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> <li>1. Guaranteed and other Technical Particulars as required in Section 3, 'Purchaser's Requirements The <b>GTP must be furnished in the prescribed format only.</b> No other format shall be acceptable.</li> <li>2. Valid Type Test Certificates</li> <li>3. Manufacturer's/ Authorized dealer's Undertaking (if applicable).</li> </ol>
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)</b> days from bid submission deadline.</p>
ITB 1.3.9.1	<p>The Bidder shall furnish a Bid Security (EMD) of amount as per the table (Table-B) in Appendix to ITB-2 , Evaluation and Qualification Criteria (EQC) in the form of a Bank Guarantee.</p> <p><b>Bank address for correspondence from AEGCL regarding confirmation of BG or BG invocation should be clearly mentioned in the BG along with email address and phone number. Also, for BG amount more than 50,000.00 BG should be signed by two bank official.</b></p> <p>The bidding is through <b>E-tendering portal and received online.</b> However bidder has to submit original EMD BG before tender submission deadline.</p>

	Note: Notwithstanding anything mentioned in the e-tender portal regarding EMD, the value of EMD BG shall be as per table-B given in Appendix to ITB-2.
<b>ITB 1.3.10.2</b>	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> .
<b>ITB 1.4.2.1</b>	<p>For <b>bid submission purposes</b> only, (E-tenders shall be accepted through online portal <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> only)</p> <p>The purchaser's address is: <b>The Chief General Manager (O&amp;M), AEGCL</b> Street Address: <b>Bijulee Bhawan, Paltanbazar</b> Floor/Room number: <b>First Floor</b> City: <b>Guwahati</b> PIN Code: <b>781001</b></p> <p><b>The deadline for bid submission is</b> Date: 18.11.2020 Time: 12.00 Hours</p>
<b>ITB 1.4.5.1</b>	<p>The bid opening of Technical Bids shall take place at o/o <b>The Chief General Manager(O&amp;M), AEGCL</b> Street Address: <b>Bijulee Bhawan, Paltanbazar</b> Floor/Room number: <b>First Floor</b> City: <b>Guwahati (Assam)</b> PIN Code: <b>781001</b> Country: <b>India</b></p> <p>Date: 21.11.2020 Time: 14.00 Hours</p>

## APPENDIX TO ITB - 2

### Evaluation and Qualification Criteria (ECQ)

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

#### Table of Criteria

<b>1. Evaluation</b> .....		<b>16</b>
1.1	Technical Evaluation	16
1.2	Economic Evaluation	16
1.3	Specific additional criteria	16
<p>AEGCL at its discretion may reject any offered item for which AEGCL has sufficient documentary evidence regarding poor performance of the product.</p>		
<b>Qualification</b> .....		<b>16</b>
General		16
Financial Situation		16
Technical Qualifying Requirements		17

## 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 and 1.5.9.

### 1.3 Specific additional criteria

AEGCL at its discretion may reject any offered item for which AEGCL has sufficient documentary evidence regarding poor performance of the product.

## 2 Qualification

Qualification of bidder will be based on technical evaluation specified in clause 1.5.7.

### 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 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 **03 (Three) months**. *Bids not meeting the above time schedule shall be rejected.* However, no credit will be given for earlier completion.

#### 2.1.3 Manufacturer's/ Authorized dealer's undertaking

The Bidder may be either an OEM (Original Equipment manufacturer) or an authorised dealer/distributor/agent/Indian representative of manufacturer; documentary evidence to this effect shall be furnished by the bidder along with bid. ***In case, the Bidder is not a manufacturer of the offered equipment, the bidder must submit with the bid, an undertaking using 'Form-M-1' (Manufacturer's/ Authorized dealer's Undertaking) of Section-2 (Bidding Form) for the offered equipment.***

### 2.2 Financial Situation

2.2.1 As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. As supporting document, bidder should submit audited balance sheets or other financial statements acceptable to the Purchaser, for last 3 (three) financial years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. Apart from audited balance sheet, bidder shall submit duly filled and signed Form '**FIN-1**' given in Section 2. Using the 'Form LIT – 1' (Section 2, Bidding Form), bidder shall list all Pending Litigation. All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than **50% percent** of the Bidder's net worth.

2.2.2 Average annual turnover (AAT) requirement shall be as per the the Table-B given at the end of this section. AAT shall be calculated by averaging total certified payments received for contracts in progress or

Completed, for the last 3 (three) years. The bidder shall furnish, along with its bid, audited balance sheets and duly filled up Form 'FIN-2' in support of this Clause.

2.2.3 Bidder should have access to, or availability of financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the cash-flow requirement given Table –B at the end of this section. Bidder must submit duly filled and signed form FIN-2 of section 2 in support of this clause.

2.2.4 **A manufacturer participating in the bid is not allowed to issue undertaking to dealer/distributor/agent for participation in the bid.**

### 2.3 Technical Qualifying Requirements

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

2.3.2 The Manufacturer(s) of the offered equipment(s) must have designed, manufactured and supplied the offered equipment and/or similar equipment to **Indian Central and State sector Generation/Transmission/Distribution Utilities or Indian state/central generation/transmission/Distribution licensee** having minimum performance requirement as below:

a) Two years successful operation for the offered equipment.

**OR**

b) One year for the offered product and three years for a similar product of same make.

Using Forms EXP – 2 of Section 2 (Bidding Forms) the Bidder must furnish necessary information along with supporting documents (performance certificate) in support of this clause. The Performance certificates should **not be older than seven years** as on the date of opening of the technical Bid. Performance certificate shall be considered only from end user in their letterhead with issue no. Performance certificate issued vide email shall not be accepted.

### 2.4 After sales service facility

The bidder/manufacturer must have their own establishment or authorised representative having sufficient infrastructure and manpower in India for providing complete and prompt after sales services of the offered product within reasonable time.

In case the bidder is a foreign manufacturer or an authorized representative of a foreign manufacturer, bidder must submit an under taking from manufacturer that they have after sales and service support including calibration facility in India. Details of such service centre along with address details should be mentioned in the undertaking.

### 2.5 Field Demonstration

The bidder shall have to demonstrate the performance of the offered product at designated 400/220/132 KV substation of AEGCL. Offered equipment that fails to meet the requirements of the bidding document to the satisfaction of the AEGCL engineers present during field demonstration shall not be accepted.

Bidders, who have supplied/successfully demonstrated product in AEGCL matching the specification, need not demonstrate the instrument. They will have to enclose the copy of LOA/demonstration report by AEGCL /minutes of meeting/Joint Measurement taken during demonstration at AEGCL.

**Table – B: Financial Qualifying Requirement and bid security amount**

Refer to table below,

**Table – B: Financial Qualifying Requirement and bid security amount**

<b>Sl. No.</b>	<b>Item</b>	<b>EMD amount</b>	<b>Average Annual Turnover</b>	<b>Cash flow requirement</b>
1	Supply of Safety Items in different Sub-Stations of AEGCL under O&M (HQ)	74,000.00	73,00,000.00	24,00,000.00



## **Section –2**

# **BIDDING FORMS**

## Section 2 - Bidding Forms

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

### Table of Forms

1	<b>Letter of Technical Bid</b> .....	22
2	<b>Letter of Price Bid</b> .....	23
3	<b>Price Schedules</b> .....	24
4	<b>Form of Bid Security</b> .....	26
5	<b>Contract Execution Schedule</b> .....	27
6	<b>Bidders Qualification</b> .....	28
	6.1 Form ELI - 1: Bidder's Information Sheet.....	28
	6.2 Form LIT - Pending Litigation .....	29
	6.3 Form FIN - 1: Financial Situation .....	30
	6.4 Form FIN - 2: Average Annual Turnover .....	31
	6.5 Form FIN – 3: Financial Resources .....	32
	6.6 Form EXP – 1: General Experience .....	33
	6.7 Form EXP – 2: Specific Experience .....	34
	<b>Manufacturer's/ Authorized dealer's Undertaking (Form M-1)</b>	
7	.....	35
8.	<b>Document checklist</b> .....	36

1 Letter of Technical Bid

[Bidder's Letterhead]

Date: .....

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

: .....

: .....

: .....

Invitation for Bid No.: .....

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;
- (b) We offer to design, manufacture, test and deliver, in conformity with the Bidding Document the following Goods and Related Services:

**[Bidders must quote make and model of the offered equipment]**

- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **180 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**  
**(Not required for e-tendering)**

[Bidder's Letterhead]

Date: .....

Bid Identification No: .....

Invitation for Bid No: .....

To: .....

We, the undersigned, declare that:

- (i). We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;
- (ii). We offer to design, manufacture, test and deliver in conformity with the Bidding Document the following Goods and Related Services: .....
- (iii). The total price of our Bid is the sum of .....
- (iv). Discount offered (if any) for (i) Supply (Schedule 1) .....%, and (ii) Related Services (Schedule 2, F& I,).....%
- (v). Our bid shall be valid for a period of ..... days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (vi). If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (vii). We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (viii). We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name .....

In the capacity of .....

Signed .....

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

Date .....

### 3 Price Schedules

#### PREAMBLE

##### General

- 1) The Price Schedules are divided into separate Schedules as follows:  
**Schedule No. 1:** Supply of Goods and related services
- 2) Bid prices shall be quoted on-line through e-tendering portal in the manner indicated in price Schedule.
- 3) As specified in the Bid Data Sheet and Special Conditions of Contract, **prices shall be fixed and firm** for the duration of the Contract.
- 4) If bidders are unclear or uncertain as to the scope of the bid, they shall seek clarification in accordance with **ITB 1.2.2** prior to submitting their bid.

##### Pricing

- 1) The entered rates and prices shall be deemed to cover the full scope as specified in the bidding document.
- 2) **Price quoted shall be excluding GST. GST will be loaded at the time of evaluation as per actual.**

**Price Schedule**  
**Schedule-1 Supply of Goods, related services (F&I)**

Price Schedule (Unit Price, F&I)								
Sl. No.	Item Description	Unit price (Rs)	Freight & Insurance (Rs)	Unit price including F&I	GST (%)	Unit price (inclusive of GST)	Quantity	Total Price (Rs)
1	PVC dotted hand Gloves						340	
2	Electro Booster 15 KVA ESR Shoes						473	
3	helmet with Cap Lamp						182	
4	Gum Boot						322	
5	High Voltage Detecting Helmet						182	
6	Safety Harness						255	
7	Rain Coat						504	
8	33 KV electrical hand gloves						213	
9	33 KV Hook stick						170	
							<b>Total</b>	

**All amounts shall be in Rupees.**

**Prices quoted shall be deemed to be inclusive of all taxes or duties (if applicable) except GST. GST will be loaded at the time of evaluation as per actual.**

## 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 items:

**<Product name, Make and model>**

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 the percentage of the Contract Price specified in the Contract.*
2. *This guarantee shall be valid upto 30 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.*

## 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

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

### 6.3 Form FIN - 1: Financial Situation

Each Bidder must fill in this form

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

#### Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

#### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

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

Each Bidder must fill in this form

<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.

**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.

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (Rupees)</b>
1		
2		
3		

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

Each Bidder must fill in this form

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

### 6.7 Form EXP – 2: Specific Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature	
<b>Contract No. . . . . of . . . . .</b>	<b>Contract Identification</b>
<b>Award Date</b>	<b>Completion Date</b>
<b>Role in Contract</b>	<input type="checkbox"/> <b>Contractor</b> <span style="margin-left: 200px;"><input type="checkbox"/> <b>Subcontractor</b></span>
<b>Total Contract Amount</b>	<b>(Rupees)</b>
<b>Purchaser's Name</b> <b>Address</b> <b>Telephone/Fax Number</b> <b>E-mail</b>	
Description of the similarity in accordance with Criteria 2.4.2 /2.5 of Section 3	
<b>1. Brief Specification of Goods supplied</b> <b>2. Date of commissioning.</b>	
<b>Attached are copies of the following original documents.</b>	
<input type="checkbox"/> 1. Type Test Certificates. (Not older than five years on the date of Technical Bid opening)	
<input type="checkbox"/> 2. Recent performance certificates (Not older than five years on the date of Technical Bid opening)	
<input type="checkbox"/> 3. Copy of the Contract Document.	

## 7 Manufacturer's Undertaking/ Authorized dealer's (Form M-1)

**[The Bidder, in pursuant to ECQ Clause 2.1.2 (if applicable) shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This undertaking 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/ Authorized dealer's Letterhead)

Date: **[insert date]**

Bid No.: **[insert bid number]**

**To: [Insert: full name of Purchaser]**

We **[insert: name of Manufacturer/Authorized dealer's]**, who are established and reputable manufacturers/ authorized dealer of **[insert: name and/or description of the Goods]** having production facilities at **[insert: full address of factory]** do hereby undertake that in the event of award of contract to **[insert: name & address of Bidder]** (hereinafter, the "Bidder") for Supply of Safety Items in different Sub-Stations of AEGCL under O&M (HQ) **[Insert: Make and Model]** against the above mentioned bid we will make our technical and engineering staff fully available to the technical and engineering staff of the 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

Date:.....

Place:.....

(Signature).....

(Name).....

(Designation).....

(Seal).....

### **Notes:**

- 1. Undertaking should be signed by person having required authorisastion.**
- 2. Above undertaking shall be notarized.**



## 8. Document checklist

SL. No.	Document to be submitted	Submitted(Yes/No)	Name of uploaded pdf
1.	Letter of technical bid		
2.	Notarised Power of attorney for the person signing the tender		
3.	Bank Gurantee for EMD		
4.	Bidders company/firm registration certificate/certificate of incorporation		
5.	GST registration		
6.	Manufacturers /authorized dealer's Undertaking (Form M-1)		
7.	Form ELI-1		
8.	Form LIT		
9.	Form FIN-1		
10.	Form FIN-2		
11.	Form FIN-3		
12.	Audited Balance sheet for last three years		
13.	Bank solvency certificate		
14.	Form EXP-1		
15.	Form Exp-2		
16.	PO for the offered/similar product not older than 5 years		
17.	Experience certificate for the offered product		
18.	GTP		
19.	Technical literature/brochure for offered product		
20.	Completion schedule bar chart		
21.	Under taking from the bidder mentioning that "price will be valid for 1 (one) year from the dated of issuing work order".		

**Note:** Bidders are requested to submit all required documents in e-tender portal and hard copies of i) Letter of technical bid, ii) EMD BG and iii) Power of Attorney(notarized) for bid signatory. AEGCL at its discretion may not ask for shortfall document.



## **Section - 3**

# **Purchaser's Requirements**

## Section 3 - Purchaser's Requirements

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

### Table of Contents

<b>3.1.0 SCOPE</b> .....	<b>39</b>
<b>3.2.0 SERVICE CONDITIONS</b> .....	<b>40</b>
<b>3.3.0 GUARANTEED TECHNICAL PARTICULARS</b> .....	<b>40</b>
<b>3.4.0 TECHNICAL SPECIFICATION</b> .....	<b>41</b>

## 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) Design, manufacture, testing at manufacturer's works of safety equipment.
- b) Loading at manufacturer's works, transportation and delivery at designated sites, including unloading at destination sites.
- c) Deputation of suitable personnel for demonstration to AEGCL personnel at designated sites.
- d) The destination of the safety items are different T&T Divisions under AEGCL. Size of the items delivered at each destination should be as per requirement of the consignee. Item wise delivery details are as per the following table:

Name of Division	PVC dotted hand Gloves	Electro Booster 15 KVA ESR Shoes	helmet with Cap Lamp	Gum Boot	High Voltage Detecting Helmet	Safety Harness	Rain Coat	33 KV electrical hand gloves	33 KV Hook stick	Name of Circle	Destination Sub-Station	
	Total Qty against Division	Total Qty against Division	Total Qty against Division	Total Qty against Division	Total Qty against Division	Total Qty against Division	Total Qty against Division	Total Qty against Division	Total Qty against Division			
Salakati	12	15	6	10	6	9	16	6	6	Bongaigaon T&T Circle	132 KV Dhaligaon GSS	
Dhaligaon	28	35	14	26	14	21	40	18	14			
Bongaigaon MRT	0	8	2	3	2	0	5	2	0	MRT, Guwahati	220 KV Sarusajai GSS	
Mirza	8	10	4	8	4	6	12	6	4	400 KV Mirza		
Agia	16	20	8	14	8	12	22	9	8	Lower Assam T&T Circle		
Sarusajai	12	15	6	10	6	9	16	6	6			
Kahilipara	24	30	12	22	12	18	34	15	12			
Guwahati	16	20	8	14	8	12	22	9	8			
Rangia	24	30	12	22	12	18	34	15	12			
Guwahati MRT	0	8	2	3	2	0	5	2	0	MRT, Guwahati		
Panchgram	16	20	8	14	8	12	22	9	8	Silchar T&T Circle		132 KV Srikona GSS
Silchar	16	20	8	14	8	12	22	9	8			
Silchar MRT	0	8	2	3	2	0	5	2	0	MRT, Guwahati		
Samaguri	12	15	6	10	6	9	16	6	6	Tezpur T&T Circle	132 KV Depota GSS	
Depota	32	40	16	30	16	24	46	21	16			
Nagaon	12	15	6	10	6	9	16	6	6			
N.Lakhimpur	16	20	8	14	8	12	22	9	8			
Tezpur MRT	0	8	2	3	2	0	5	2	0			UA T&C Circle
Jorhat	24	30	12	22	12	18	34	15	12	Upper Assam T&T Circle	220 KV Mariani GSS	
Mariani	12	15	6	10	6	9	16	6	6			
Nazira	20	25	10	18	10	15	28	12	10			
Dibrugarh	20	25	10	18	10	15	28	12	10			
Tinsukia	20	25	10	18	10	15	28	12	10			
Jorhat MRT	0	8	2	3	2	0	5	2	0			UA T&C Circle
Tinsukia MRT	0	8	2	3	2	0	5	2	0			

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

**3.2.0 SERVICE CONDITIONS**

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

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

**3.3.0 GUARANTEED TECHNICAL PARTICULARS**

**3.3.1.** The Guaranteed Technical Particulars of the equipment shall be furnished by the Bidders. The Bidder shall also furnish any other information's as in their opinion is needed to give full description and details to judge the product offered by them.

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



**3.4.0 TECHNICAL SPECIFICATION –****1. PVC dotted hand Gloves:-**

Sl. No.	Particulars	Specification
1	Length	24-26 cm
2	Material	Machine knitted Cotton
3	Surface	PVC dotted
4	Type	Full finger

**2. Electro Booster 15 KVA ESR Shoes:-**

Sl. No.	Particulars	Specification
1	Upper material	Leather
2	Thickness	2mm
3	Electrical resistance	Up to 15 KVA
4	Size	Indian 6 to 11
5	certification	IS
6	Sole	PU

**3. Helmet with Cap lamp:-**

Sl. No.	Particulars	Specification
1	Lamp type	LED
2	Back Up	9 to 10 hrs
3	Battery self life	3 years
4	Charger	External electric charger
5	Certification	IS
6	Load distribution	With inner harness

**4. Gum Boot:-**

Sl. No.	Particulars	Specification
1	Upper	PVC
2	Sole	Hard PVC
3	Height	14-16 Inches
4	Sole property	Resistance to Oil, Acid, Alkaline
5	Certification	IS
6	Size	Indian 6 to 11

**5. High Voltage Detecting Helmet:-**

Sl. No.	Particulars	Specification
1	Voltage detection	11 KV and above at a distance of 1 to 3 mtr
2	power	Battery operated
3	alert	Auto beep and visual LED
4	Certification	IS
5	Load distribution	With inner harness

**6. Safety Harness:-**

Sl. No.	Particulars	Specification
1	Material	Polyester/Nylon
2	Scaffold hook	2 nos of 1.5 to 2 metre
3	Breaking strength	Minimum 19.6 KN
4	Width	43 to 45 mm
5	Certification	IS



**7. Rain Coat:-**

Sl. No.	Particulars	Specification
1	Material	Polyester with PVC lamination
2	Design	Jacket full sleeves+ Cap and pant separately.
3	Pockets	Front pocket with flap
4	Closer	Plastic zipper with flap
5	Certification	IS

**8. 33 KV electrical hand gloves:-**

Sl. No.	Particulars	Specification
1	Voltage level	33 KV
2	Length	minimum 400 mm
3	Material	Rubber
4	Certification	IS

**9. 33 KV Hook stick:-**

Sl. No.	Particulars	Specification
1	Voltage Level	33 KV
2	Material	Fibreglass
3	Length	Minimum 8 feet
4	Certification	IS

**3.5.0 Form for GTP****1. PVC dotted hand gloves.**

Sl. No.	Particulars	Bid specification	Bidders response (To be filled up by bidder)
1	Length	24-26 cm	
2	Material	Machine knitted Cotton	
3	Surface	PVC dotted	
4	Type	Full finger	

**2. Electro Booster 15 KVA ESR Shoes .**

Sl. No.	Particulars	Bid specification	Bidders response (To be filled up by bidder)
1	Upper material	Leather	
2	Thickness	2mm	
3	Electrical resistance	Up to 15 KVA	
4	Size	Indian 6 to 11	
5	certification	IS	
6	Sole	PU	

**3. Helmet with Cap lamp.**

Sl. No.	Particulars	Bid specification	Bidders response (To be filled up by bidder)
1	Lamp type	LED	
2	Back Up	9 to 10 hrs	
3	Battery self life	3 years	
4	Charger	External electric charger	
5	Certification	IS	
6	Load distribution	With inner harness	

**4. Gum Boot .**

Sl. No.	Particulars	Bid specification	Bidders response (To be filled up by bidder)
1	Upper	PVC	
2	Sole	Hard PVC	
3	Height	14-16 Inches	
4	Sole property	Resistance to Oil, Acid, Alkaline	
5	Certification	IS	
6	Size	Indian 6 to 11	

**5. High Voltage Detecting Helmet.**

Sl. No.	Particulars	Bid specification	Bidders response (To be filled up by bidder)
1	Voltage detection	11 KV and above at a distance of 1 to 3 mtr	
2	power	Battery operated	
3	alert	Auto beep and visual LED	
4	Certification	IS	
5	Load distribution	With inner harness	

### 6. Safety Harness.

Sl. No.	Particulars	Bid specification	Bidders response (To be filled up by bidder)
1	Material	Polyester/Nylon	
2	Scaffold hook	2 nos of 1.5 to 2 metre	
3	Breaking strength	Minimum 19.6 KN	
4	Width	43 to 45 mm	
5	Certification	IS	

### 7. Rain Coat.

Sl. No.	Particulars	Bid specification	Bidders response (To be filled up by bidder)
1	Material	Polyester with PVC lamination	
2	Design	Jacket full sleeves+ Cap and pant separately.	
3	Pockets	Front pocket with flap	
4	Closer	Plastic zipper with flap	
5	Certification	IS	

### 8. 33 KVA electrical hand gloves.

Sl. No.	Particulars	Bid specification	Bidders response (To be filled up by bidder)
1	Voltage level	33 KV	
2	Length	minimum 400 mm	
3	Material	Rubber	
4	Certification	IS	

### 9. 33 KV Hook stick.

Sl. No.	Particulars	Bid specification	Bidders response (To be filled up by bidder)
1	Voltage Level	33 KV	
2	Material	Fibreglass	
3	Length	Minimum 8 feet	
4	Certification	IS	

## Section - 4

# General Conditions of Supply and Erection of AEGCL

*This Section 'General Conditions of Supply and Erection of AEGCL' supplementary to Section -5 'Special Conditions of Contract' of this document and **can be downloaded from [www.aegcl.co.in](http://www.aegcl.co.in)**. Whenever there is a conflict, the provisions in SCC or the other Sections of this document shall prevail over those in the 'General Conditions of Supply and Erection of AEGCL'.*

## Section - 5 Special Conditions of Contract

***This Section 'SCC' is supplementary to Section -4 'General Conditions Of Supply and Erection of AEGCL'.***

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

### Table of Clauses

5.1.0	DEFINITION OF TERMS.....	45
5.2.0	CONTRACT DOCUMENTS.....	45
5.3.0	LEGAL JURISDITCTION.....	45
5.4.0	LANGUAGE.....	45
5.5.0	SCOPE OF SUPPLY.....	46
5.6.0	DELIVERY SCHEDULE .....	46
5.7.0	CONTRACT PRICE.....	46
5.8.0	TERMS OF PAYMENT.....	46
5.9.0	PERFORMANCE SECURITY DEPOSIT.....	47
5.10.0	RETENTION MONEY.....	47
5.11.0	WARRANTY.....	47
5.12.0	COPY RIGHT ETC.....	48
5.13.0	QUANTITY VARIATION.....	48
5.14.0	INSPECTION AND TESTING.....	49
5.16.0	FORCE MAJEURE.....	49
5.17.0	EXTENSION OF TIME FOR COMPLETION.....	49
5.18.0	LIQUIDATED DAMAGE.....	49
5.19.0	CONTRACTUAL FAILURE.....	50
5.20.0	ARBITRATION.....	50

## 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 therefrom, 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.

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

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

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

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

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

#### 5.4.0 LANGUAGE

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

**5.5.0 SCOPE OF SUPPLY**

5.5.1. The Goods and Related Services to be supplied shall be as specified in Schedule No. 1 and Schedule No. 2 of Section -2, Bidding Forms.

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

**5.6.0 DELIVERY SCHEDULE**

5.6.1. For determining the completion time of the Contract, the date on which the Notification Award is issued, shall be taken as Commencement Date of the contract.

5.6.2. The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Article 3 of the Contract Agreement (Contract Forms) or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.17.0** hereof.

**5.7.0 CONTRACT PRICE**

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

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

**5.8.0 TERMS OF PAYMENT**

5.8.1. The contract price shall be paid as specified in subsequent sub-clauses, if not provided in Contract Forms, Section-6.

5.8.2. Payment against supply of equipment and F&I shall be made 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.

5.8.3. Documents required along with invoice: Following documents need to be submitted along with invoice –

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

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 ten (10) days of receipt of notification of award, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 60(sixty) days beyond the warranty period as per clause 5.11.3.
- 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. Deduction shall be as per payment terms clause no. 5.8.2.
- 5.10.2. No interest shall be payable on such deductions/retentions.

#### **5.11.0 WARRANTY**

- 5.11.1. The Contractor/Manufacturer warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 5.11.2. The Contractor/Manufacturer further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from manufacturing, design, materials, and workmanship, during delivery at final destination.
- 5.11.3. If during delivery any defect is found, the Purchaser shall give Notice to the Contractor/Manufacturer stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Contractor/Manufacturer to inspect such defects.
- 5.11.4. If having been notified, the Contractor/Manufacturer fails to remedy the defect/replace the item within a period of 15 (fifteen) days, the Purchaser may, following notice to the Contractor/Manufacturer, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Contractor or may be deducted by the Purchaser from any monies due the Contractor or claimed under the Performance Security.

#### **5.12.0 COPY RIGHT ETC**

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

#### **5.13.0 QUANTITY VARIATION**

- 5.13.1. “Purchaser” shall have the right to increase the ordered quantity by 25% within 50 days of the period of completion and the same shall be carried out at the same rates /prices and terms and conditions stipulated



in the order except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

#### **5.14.0 INSPECTION AND TESTING**

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

#### **5.15.0 INSURANCE**

- 5.15.1. The "Contractor" shall, have, unless, otherwise specified by the Purchaser, insure the materials through their underwrites at their cost and shall keep it insured against any loss/ damaged/ pilferage in transit, destruction or damage by fire/ flood, without exposure to vagaries of weather or through riot, civil commotion, war or rebellion, for the full value of the materials until the materials are received at the purchaser's destination store.
- 5.15.2. The "Contractor" shall be responsible for safe arrival at destination, unloading and receipt of the materials by the consignee. The Purchaser will discharge consignee's responsibilities only and shall not be responsible for any damage/ loss/ pilferage/ non-delivery by the carriers.
- 5.15.3. In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the Contractor shall replace free of cost missing / damaged / lost materials within 30(thirty) days from the receipt of report thereof from the consignee(s) without waiting for settlement of their claims with their carriers / under-writers. Normally, such reports from the consignee(s) to the Contractor shall be initiated within a period of 30(thirty) days from the date of receipt of each consignment by him /them.
- 5.15.4. If it is considered necessary that the damage equipment either in part or in full to be sent back to the manufacturer's works for repair, the manufacturers/ Contractors will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the

equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Contractor.

- 5.15.5. Unless, otherwise mutually agreed upon, in case of failure by the Contractor to replenish /make good of the loss /damage /short supplied quantities, within the stipulated period, the Purchaser reserves the right to forfeit the security deposit and/ or adjust any outstanding payment to the “Contractor” with the Purchaser or take any other appropriate action.

#### **5.16.0 FORCE MAJEURE**

- 5.16.1. “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 labour, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 5.16.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 5.16.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 5.17.0**.

#### **5.17.0 EXTENSION OF TIME FOR COMPLETION**

- 5.17.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the 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 5.13.0**; and
  - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.16.0**.
- 5.17.2. Except where otherwise specifically provided in the Contract, the 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 5.20.0**.

#### **5.18.0 LIQUIDATED DAMAGE**

- 5.18.1. 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 5.17.0** hereof.
- 5.18.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.17.0**, 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 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.
- 5.18.3. Once the aggregated “Liquidated damage” reaches 10% of the total contract price, the Purchaser may consider following actions:
- 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
  - 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.
  - Declare it as a “Contractual Failure” and act in accordance with **SCC Clause 5.19.0**.

#### **5.19.0 CONTRACTUAL FAILURE**

- 5.19.1. In the event of contractual failure of any respect on the part of the 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.

#### **5.20.0 ARBITRATION**

- 5.20.1. 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
- 5.20.2. The arbitration shall be conducted as per provisions of the Indian Arbitration Act, shall be held at Guwahati or any other place as may be decided by the Purchaser. The decision of the majority of Arbitrators shall be final & binding upon the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator. However, any dispute arising out of this contract will first be discussed and settled bilaterally between Purchaser and the Contractor.

## **Section - 6**

### **Contract Forms**

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

## Section 6 - Contract Forms

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

### Table of Forms

<b>1. Notification of Award</b> .....	<b>53</b>
<b>2. Contract Agreement</b> .....	<b>54</b>
<b>Appendix 1 – Terms and Procedure of Payment</b> .....	<b>57</b>
<b>Appendix 2 - Time Schedule</b> .....	<b>58</b>
<b>Appendix 3 - Form of Performance Security</b> .....	<b>59</b>
<b>Appendix 4 – Price Schedules</b> .....	<b>61</b>
<b>Appendix 5 – Guaranteed and other Technical Particulars</b> .....	<b>63</b>

## 1. Notification of Award

[AEGCL's letter head]

LOA reference No.

### Letter of Acceptance Supply of Goods and Related Services

To:

[Name and address of the contractor]

Ref:

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 for following items, and it is decided to award on you the 'Supply and Delivery Contract' covering inter-alia Ex-works supply and Delivery of all Goods including Related Services.

#### <List of items>

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

[ Authorized Signature ]

[ Name and Title of Signatory ]

Assam Electricity Grid Corporation Limited

Attachment:

Price Schedule

Draft Contract Agreement

## 2. Contract Agreement

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

BETWEEN

**Assam Electricity Grid Corporation Limited (herein after referred to as AEGCL or 'purchaser')**, a corporation incorporated under the laws of Company Act, 1956 and having its registered office at First Floor, BijuliBhawan, Paltanbazar, Guwahati-781001, Assam

**AND**

**[name of contractor]**, a firm/company incorporated under the laws of Company Act, 1956 and having its principal place of business at **[address of contractor]** (hereinafter called "the contractor").

**WHEREAS**

AEGCL desires to engage the contractor for "**Supply of Safety Items in different Sub-Stations of AEGCL under O&M (HQ)**" and delivery to various Substation Sites of AEGCL, 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) Guaranteed and other Technical Particulars (as submitted with the Bid).
- (i) Any other documents (if necessary) shall be added here

#### **1.2 Order of Precedence** (Reference SCC Clause 5.2.0)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

#### **1.3 Definitions** (Reference SCC Clause 5.1.0)

Capitalized words and phrases used herein shall have the same meanings as are described 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.

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

- Article 3**
- Commencement Date and Completion Time**
- 2.2 **Terms of Payment** (Reference SCC Clause 5.8.0)  
The terms and procedures of payment according to which the Purchaser will pay the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.
- 3.1 **Commencement Date** (Reference SCC Clause 5.6.1)  
The Commencement Date from which the completion time of the Contract shall be counted from is the date of issue of notification of award.
- 3.2 **Completion Time** (Reference SCC Clause 5.6.2)  
The whole scope under this Contract shall be completed within **three (3)** months from Contract Commencement Date.
- Article 4. Appendices**
- 4.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
- 4.2 Reference in the Contract to any Appendix shall mean the Appendices attached Here to, and the Contract shall be read and construed accordingly.

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

Signed by, for and on behalf of the Purchaser

[ **Signature** ]

[ **Title** ]

in the presence of

[ **Signature** ]

[ **Title** ]

Signed by, for and on behalf of the Contractor

[ **Signature** ]

[ **Title** ]

in the presence of

[ **Signature** ]

[ **Title** ]



**APPENDICES**

- Appendix 1 - Terms and Procedures of Payment
- Appendix 2 - Time Schedule
- Appendix 3 - Performance Security.
- Appendix 4 - Price Schedules.
- Appendix 5 - Guaranteed and Other Technical Particulars.
- Appendix 6 - Conditions of the contract
- Appendix 6 - Notification of Award (exclusive of price schedule)

## Appendix 1 – Terms and Procedure of Payment

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

### (A) Terms of Payment

#### Payment for Goods Supplied and Related Services (F & I)

100% payment would be admissible, subject to receipt of fund from funding authority, within six (6) weeks from the date commissioning of the supplied equipment and completion of training less deduction of Retention Money (as per **SCC Clause 5.10.0**) and advance (if and as applicable as per **SCC Clause 1**) and as per terms and conditions stipulated in the Contract Agreement.

### (B) Payment Procedures

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

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

Contractor shall apply for payment after completion of the scope of contract. Alternatively, application for interim payment may be made once in a calendar month against items which have been supplied, commissioned and training provided for as per scope of contract.

##### (A) EXW Price and F & I:

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

- (xi) Application for payment
- (xii) Contractor's invoice showing LOA reference, Goods description, quantity dispatched, unit price, total amount (6 Copies)
- (xiii) Packing List
- (xiv) Railway receipt/ LR
- (xv) Manufacturer's guarantee certificate of Quality
- (xvi) Material inspection Clearance Certificate for dispatch issued by Purchaser
- (xvii) Insurance certificate.
- (xviii) Physical verification certificate of material received at site by Purchaser/Purchaser's site representative.

##### (B) Taxes and Duties:

GST in respect of transaction between Purchaser and the Contractor and other taxes, if applicable, for destination site on all items of supply will be paid after each shipment against documentary evidence. This payment shall be released by Purchaser directly to the Contractor against invoices to be submitted by the Contractor subject to statutory deduction.

**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 Contractor/Manufacturer and brief description of Scope] (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:**

5. 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.
6. This guarantee shall be valid upto 60 days beyond the Warranty Period as per the Contract.
7. For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.
8. 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

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