

BIDDING DOCUMENT

FOR

**Lifting of used/damaged EHV grade oil, carriage of used oil to factory,
reclamation of used oil, transportation of reclaimed EHV grade oil to designated
location and delivery including loading and unloading at site.**

ASSAM ELECTRICITY GRID CORPORATION LIMITED



**BID IDENTIFICATION NO:
AEGCL/MD/TECH-134/TR OIL RECLAMATION/2021/BID**

SECTION 1

INSTRUCTION TO BIDDERS

Assam Electricity Grid Corporation Limited,
Regd. Off: Bijulee Bhawan, Paltan Bazar, Guwahati-781001
PHONE: 0361-2739520 FAX NO.0361-2739513
Web: www.aegcl.co.in Email: managing.director@aegcl.co.in

1.1.0 INTRODUCTION:

The Chief General Manager (PP&D) on behalf of Assam Electricity Grid Corporation Ltd(AEGCL), hereinafter referred to as “**AEGCL**” or “**Purchaser**” invites single stage two envelope e-bids for the following work from eligible firms/companies/ contractors.

a) Name of work: Lifting of used/damaged EHV grade oil, carriage of used oil to factory, reclamation of used oil, transportation of reclaimed EHV grade oil to designated location and delivery including loading and unloading at site.

1.2.0 INTENT OF THE TENDER ENQUIRY:

The intent of the Tender Enquiry is to invite proposals from the prospective and relevantly experienced and financially sound contractor(s) /firms to carry out the works as specified in this bidding document.

1.3.0 SCOPE OF WORK:

The major scopes of work are as follows:-

- a) Lifting of used/damaged EHV grade transformer oil from AEGCL site as detailed in this bid document.
- b) Loading of EHV grade transformer oil at sites. Required barells will be provided by AEGCL.
- c) Transportation of EHV grade transformer oil from AEGCL site to contractor’s factory. Arrangement of permits and mandatory clearances shall be arranged by the contractor. AEGCL shall provide necessary assistance for the same.
- d) Reclamation of EHV grade transformer oil at Contractor’s factory.
- e) Conducting tests of reclaimed EHV grade transformer oil at contractor’s factory in presence of AEGCL representative.
- f) Delivery of reclaimed transformer oil to designated sites of AEGCL in new steel drums including loading at factory and unloading at site.

1.4.0 TIME SCHEDULE:

The successful bidder shall have to complete the works within **6 (Six) months** from the date of contract commencement.

1.5.0 ESTIMATE:

Rs. 49,57,534.00 (Rupees Forty Nine Lakh Fifty Seven Thousand Five Hundred Thirty Four) Only.

1.6.0 ELIGIBILITY CRITERIA:

1.6.1. EXPERIENCE

To be qualified for the bid the bidder must compulsorily meet the following minimum criteria.

- i. Bidder must have at least three years of experience in EHV grade oil reclamation process.
- ii. Bidder must have their own reclamation plant having enough capacity to process the quantity of oil within 30 (Thirty) days.
- iii. Must have experience of executing a EHV grade oil reclamation order successfully in past three years having –
 - a. One such order having order value equal or more than the estimate value.
OR
 - b. Two orders having total order value equal to or more than the estimate value.
OR
 - c. Three orders having total order value equal to or more than the estimate value.

Joint venture is not allowed for this bid.

1.6.2. FINANCIALS:

- i. 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.
- ii. Bidder must have minimum **Average Annual Turnover (AAT) of Rs. 50,00,000.00 (Rupees Fifty Lakh)**. 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.
- iii. Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:
 - (a) the following cash-flow requirement, Rs. 10,00,000.00, and
 - (b) the overall cash flow requirements for this contract and its current works commitment. .

Bidder must submit duly filled and signed **Form FIN-3 & FIN-4** of section 2 in support of this clause.

1.7.0 SITE VISIT:

The bidders are advised to visit and examine the sites of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. The costs of visiting the Site shall be at the bidder's own expense.

1.8.0 QUANTUM OF WORK:

The total quantity of oil to be lifted, transported and reclaimed is indicated in the PRICE SCHEDULE. Sitewise details of used/damaged oil availability, Lifting location, and empty barell availability are given in **Table-1** at the end of this section.

Bidder should note that the used oils are available at site in barells as well as in old/unused/damaged transformer. Further, empty barells are available at different sites for lifting the used/damaged

transformer oil. Bidder shall at its expense collect the empty barells from sites where empty barells are available for lifting the oils.

The order shall however be issued to the successful bidder in two equal batches. Order for First batch shall be issued within bid validity period and the order for second batch shall be issued within one year from issue of order for first batch. The successful bidder shall be bound to execute the order at the rate quoted.

In general, the destination of delivery shall be **Central store at Dwarandha, Guwahati**. However, in case of any difficulty or constraint of storage area at the Dwarandha store, AEGCL may ask Contractor to deliver the reclaimed oil to maximum 5(five) destinations, in which case, the minimum quantum of delivery per destination shall be 80 barells and the contractor shall have to excute the work without any additional cost.

1.9.0 QUERY ON THE BIDDING DOCUMENT:

Prospective bidder may submit queries, if felt necessary, requesting clarification of any bid clause. Such queries must be submitted in the etendering portal latest by the **Tender clarification end date and time** mentioned in the Bid Data Sheet. Purchaser shall clarify to the extent felt necessary or issue corrigendum for any amendment required in the bidding document. Such corrigendum/clarification shall be made available in the etendering portal and official website of AEGCL, www.aegcl.co.in . Any query submitted outside the etender portal viz. email, or in physical letters, shall not be entertained.

1.10.0 CLARIFICATION OF BIDS

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. 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.

1.11.0 DEADLINE FOR SUBMISSION OF BIDS

Bids shall be received ONLINE only on or before the date and time indicated in the **Bid Data Sheet** The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, 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.

1.12.0 SUBMISSION OF BID:

The bidder shall submit the techno commercial & price bid through e-tendering portal <https://assamtenders.gov.in>. All documents as required by this bidding document shall be scanned and uploaded in the portal. Price schedule should be submitted in the format provided in the online portal. Bidder must go through the document checklist provided in this bidding document and submit all required document. Bidders are also requested to submit the informations in the format provided in this bidding document where applicable.

In addition to the online bid submission, (i) Original copy of **EMD**, (ii) Duly filled and signed **tender submission form** and (iii) **Authorization letter of bid signatory** must be submitted in a sealed envelope superscribed with the name of bidder, full address, IFB reference, name of work etc. at the office of the Managing Director, Assam Electricity Grid Corporation Ltd, Bijulee Bhawan, Paltan Bazar Guwahati-781001 **one hour prior to bid submission end date and time. In case these documents are not received, the bid shall be summarily rejected.**

1.13.0 BID VALIDITY

The validity of bid shall be for **180(One Hundred Eighty) days** from the date of bid submission end date.

1.14.0 OPENING OF TECHNO-COMMERCIAL BIDS

The Purchaser shall conduct the opening of Technical Bids through online process at the address, date and time specified in the BDS. Bidders at their discretion may attend the techno-commercial bid opening.

Price bid of those bidders shall only be opened whose techno-commercial bids are found to be responsive to the requirement of the bidding document.

1.15.0 EARNEST MONEY DEPOSIT (EMD):

The bid must be accompanied with earnest money as mentioned in the IFB against the works to be deposited in the form of Bank Guarantee (BG) of Nationalized or scheduled Bank **OR** FD/Term Deposit pledged in favour of "The Managing Director, AEGCL". The EMD should be submitted along with Techno-Commercial bid. The earnest money will be released to the unsuccessful bidders on finalization of the tenders. The EMD to the successful bidder will be released on submission of Security Deposit after execution of the contract agreement.

1.16.0 PRICE BASIS:

Cost quoted by the bidder shall be inclusive of all scope of work as specified in this bidding document including any related services that is implicit to carry out the work successfully. Price will be firm and no price variation will be allowed within the completion period given in the work order.

1.17.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS:

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.

1.18.0 PRELIMINARY EXAMINATION OF TECHNICAL BIDS:

The Purchaser shall examine the Techno-commercial Bid to confirm that all documents and technical documentation requested in this bidding document 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.**

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) Original copy of **EMD**,
- (b) Duly filled and signed **tender submission form** and
- (c) **Authorization letter of bid signatory**

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 shall be summarily rejected if these three documents are not submitted in hard copy deadline for technical bid submission.

1.19.0 RESPONSIVENESS OF TECHNO-COMMERCIAL BID:

The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive Techno-commercial 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.

The Purchaser shall examine the Techno-commercial Proposal, to confirm that the requirement of the bidding document have been met without any material deviation or reservation.

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.

1.20.0 EVALUATION OF PRICE BIDS:

The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used.

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.

1.21.0 AWARD CRITERIA:

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.

1.22.0 PURCHASER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS:

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.

1.23.0 NOTIFICATION OF AWARD:

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 called the "Notification of Award") shall specify the sum that the Purchaser will pay the Contractor (hereinafter called "Contract Price") in consideration of the execution and completion of the services. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

1.24.0 PERFORMANCE SECURITY:

Within 15 (five) days of receipt of the Notification of Award from AEGCL, the successful bidder shall furnish to AEGCL a performance security in an amount of 10 (ten) percent of the Contract Price in accordance with the Conditions of Contract. The form of performance security provided in Section 3 of the bidding documents may be used or some other form acceptable to AEGCL. The performance guarantee BG shall be valid through 30 days beyond the guarantee period.

1.25.0 SIGNING OF CONTRACT AGREEMENT:

Within 15 (Fifteen) days of receipt of the Notification of Award, the successful Bidder shall be required to sign the Contract Agreement with AEGCL using for that purpose, the contract form provided with this bidding document failing which AEGCL at its discretion may cancel the award.

TABLE -1
DETAILS OF USED OIL LYING AT AEGCL PREMISES

Sl.No.	Name of Division	Contact Person	Name of the sub station from which oil to be lifted	Quantity (Oil) in Ltrs available in barrels	Quantity (Oil) in Ltrs available in transformers	Total Quantity (Oil) in Ltrs for reclamation	Availability of barrel
A	B	C	D	E	F	G=(E+F)	H
1	Tinsukia Division	Ms. Rudali Khaund, 220/132 KV Tinsukia GSS Division, AEGCL Contact - 94359-85415	220kV Tinsukia GSS	1050	47500	48550	100
2			132 kv Rupai GSS	0	10700	10700	5
3			132/33 kv Bordubi GSS	630	0	630	70
4			132 Kv Margherita GSS	0	4700	4700	15
5	Dibrugarh Division	Mr. H. R. Gogoi, AGM, 132/33 KV Dibrugarh GSS Division. Contact: 86380-29189	132 kv Moran GSS	630	2000	2630	0
6			132 kv Behiating GSS	525	0	525	35
7			132 kv Dibrugarh GSS	2730	1000	3730	5
8	Nazira Division	Sri Prakash Borah, AGM, 132/33 KV Nazira GSS Division, AEGCL. Contact: 94355-62171	132 kv Nazira GSS	0	0	0	25
9			132kv Sonari GSS	0	0	0	24
10			132 kv Betbari GSS	0	5000	5000	5
11	Mariani Division	D Barman, AGM, 220/132 KV Mariani GSS Division 97075-88343	220 kv Mariani GSS	2100	0	2100	5
12			132kv Gormur GSS	0	0	0	3
13	North Lakhimpur	N Hazarika, AGM, North Lakhimpur T&T Division Contact: 78696-61839	132 kv Dhemaji GSS	0	9000	9000	30
14			132 kv Nalkata GSS	210	16000	16210	75
15	Nagaon Division	Sri Bipul Kachari, AGM, Nagaon T&T Division, AEGCL. Contact: 94355-12280	132kv Khalaigaon GSS	0	0	0	41
16			132kv Umrangshu GSS	0	7335	7335	11
17	Depota Division	Probin Roy, AGM, 132/33 KV Depota GSS Division, AEGCL Contact: 97070-80984	132/33kv Depota GSS	0	0	0	95
18			132/33kv Sonabil GSS	210	0	210	3
19			132/33kv Ghoramari GSS	0	0	0	2
20			132/33kv Biswanath Chariali GSS	420	0	420	100
21			132/33kv Dhekiajuli GSS	630	0	630	17
22			Gohpur 132 kv GSS	0	18450	18450	10
23			132 kv Rowta GSS	0	0	0	86
24	Panchgram Division	Sri Raju Singh, AGM(i/c), 132/33 KV Panchgram GSS Division, AEGCL	132kv Panchgram GSS	6720	0	6720	43
25			132kv Hailakandi GSS	210	0	210	111

Reclamation of used transformer oil and related services in AEGCL

Sl.No.	Name of Division	Contact Person	Name of the sub station from which oil to be lifted	Quantity (Oil) in Ltrs available in barrels	Quantity (Oil) in Ltrs available in transformers	Total Quantity (Oil) in Ltrs for reclamation	Availability of barrel
A	B	C	D	E	F	G=(E+F)	H
26		Contact: 99548-45080	132 kV Dullavcherra GSS	2520	35880	38400	0
27	Silchar Division	Basir Ahmed, AGM(i/c), Silchar T&T Division, AEGCL. Contact: 7002557794	132kV Srikona GSS	2520	0	2520	123
28			132 Kv Haflong GSS	1050	12035	13085	23
29			132 kV Pailapool GSS	0	12035	12035	0
30	Rangia Division	Sri Angshuman Debroy, AGM, 132/33 KV Rangis GSS Division, AEGCL Contact: 94351-38347	220kV Rangia GSS	3570	0	3570	0
31			132kV Nalbari GSS	2520	0	2520	0
32	Kahilipara Division	Sri S Daimary, AGM, 132/33 KV Kahilipara GSS Division Contact: 94351-94549	132kV Kahilipara GSS	0	0	0	91
33			132kV Chandrapur GSS	0	0	0	30
34			132kV Kamakhya GSS	0	0	0	4
35	Goalpara T&T Division	Sri Ashish Hazarika, AGM, Goalpara T&T Division, Agia, AEGCL. Contact:	220kV Agia GSS	0	0	0	200
36			132kV Boko GSS	0	185	185	185
TOTAL				28245	181820	210065	1572

**Annexure to SECTION 1
BID DATA SHEET**

Name of Work	Lifting of used/damaged EHV grade oil, carriage of used oil to factory, reclamation of used oil, transportation of reclaimed EHV grade oil to designated location and delivery including loading and unloading at site.
Location of Work	Across Indian state of Assam
NIT No.	AEGCL/MD/TECH-134/Pt-VI/08 dtd. 23.02.2021
Bid Identification No.	AEGCL/MD/TECH-134/TR_OIL_RECLAMATION/2021/BID
Estimate(In Rupees)	Indian Rs. 48,31,495.00 (Rupees Forty Eight Lakh Thirty One Thousand Four Hundred Ninty Five)Only
Earnest Deposit(EMD)	Money Rs. 1,00,000.00 (Rupees One Lakh) Only
Purchase'sAddress for correspondence	The Chief General Manager(PP&D), AEGCL 1st Floor, Bijulee Bhawan, Paltanbazar Guwahati(Assam) 781001 Telephone: +91 361 2739520 Facsimile number: +91 361 2739513 Electronic mail address: cgmtt.aegcl@gmail.com
Pre-bid date	Shall be notified, if any, in due course.
Bid submission mode	E-tenders shall be accepted through online portal https://assamtenders.gov.in only)
Address for bid opening	The Chief General Manager(PP&D), AEGCL Floor/Room number: First Floor Street Address: Bijulee Bhawan, Paltanbazar City: Guwahati (Assam) PIN Code: 781001 Country: India
Key dates	Tender publishing date: 10:00 Hrs., 24.02.2021 Tender submission start date: 10:00 Hrs., 03.03.2021 Tender clarification end date: 17:00 Hrs., 16.03.2021 Tender submission end date and time: 12:00 Hrs., 23.03.2021 Techno-commercial bid opening date: 14:00 Hrs., 24.03.2021

SECTION -2 BIDDING FORMS

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

Form – 1
Document checklist

SL. No.	Document to be submitted	Submitted(Yes/No)	Name of uploaded pdf
1.	Letter of technical bid(Form-2)		
2.	Notarised Power of attorney for the person signing the tender		
3.	Bank Gurantee for EMD (Form-3)		
4.	Bidders company/firm registration certificate/certificate of incorporation		
5.	GST registration		
6.	Filled up Form ELI-1		
7.	Filled up Form LIT		
8.	Filled up Form FIN-1		
9.	Filled up Form FIN-2		
10.	Filled up Form FIN-3		
11.	Audited Balance sheet for last three years		
12.	Bank solvency certificate/other supporting document		
13.	Filled up Form EXP-1		
14.	Order/Contract copies of similar work executed to meet eligibility criteria		
15.	Completion report to establish successful execution of past orders to meet eligibility criteria		
16.	Document establishing plant capacity		
17.	Technical literature/brochure for reclamation process and quality control		
18.	Declaration of loss(in percentage) in reclamation process (to be submitted in bidders letterhead)		
19.	Completion schedule bar chart		
20.	Additional documents if any		

Note: Bidders are requested to submit all required documents in e-tender portal and **physical copies of i) Letter of technical bid, ii) EMD and iii) Power of Attorney(notarized) for bid signatory to Tender inviting authority.**

(In bidders letterhead)

Form-2
Letter of technical bid

Date:

To

The Chief General Manager (PP&D)
AEGCL, 1st Floor, Bijulee Bhawan,
Paltan Bazar, Guwahati-01

Bid Identification No: **AEGCL/MD/TECH-134/TR_OIL_RECLAMATION/2021/BID**

Sir,

I/We the undersigned, declare that, I/we have read the bid document and do not have any reservation to any of the clause therein. We offer to execute the work of:

Lifting of used/damaged EHV grade oil, carriage of used oil to factory, reclamation of used oil, transportation of reclaimed EHV grade oil to designated location and delivery including loading and unloading at site.

in conformity with the bid specification. Our Bid shall be valid for a period of **180(One Hundred Eighty)** days from the date fixed for the bid submission end date and it shall remain binding upon us at any time before the expiration of that period.

Common Seal and Signature of the authorised person:

Name:

Designation:

Form - 3

Format for Bank Guarantee (Earnest money deposit)

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: The 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 *Bid ref*. for Supply installation, testing & commissioning of solar street light system.

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 with address*. 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 EMD amount as per bid.*
2. *This guarantee shall be valid upto 30 days beyond the bid validity.*
3. *For BG amount equal to or more than 50,000.00, BG should be signed by two bank officers to be valid.*
4. *Address of the banker with email and phone number for correspondence with banker should be clearly mentioned. Any correspondence related to the BG with the banker shall be made to the address mentioned in the BG.*

Form-ELI-1
Bidder's information Sheet

Sl. No.	Particulars	Bidders response
1	Bidders name and registered address	
2	Bidders authorised representative, designation and contacts	
3	GST registration no.	
4	Bid validity	180(One Hundred Eighty) Days
5	MSME/SSI registration Udyog Adhaar/NSIC registration available?	Yes/No
6	EMD exemption claimed	Yes/No

(Signature and common seal)

Name:

Designation:

Date:

**Form – LIT
Pending Litigation**

Year	Matter in Dispute	Value of Pending Claim in Rupees	Value of Pending Claim as a Percentage of Net Worth

(Signature and common seal)

Name:

Designation:

Date:

**Form FIN – 1
Financial Situation**

Information from Balance Sheet

Financial Data for Previous 3 Years [Rupees]	Year 1 [Mention Financial Year]	Year 2 [Mention Financial Year]	Year 3 [Mention Financial Year]
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Note: To be supported by audited financial documents

(Signature and common seal)

Name:

Designation:

Date:

Form FIN – 2
Average Annual Turnover

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

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

(Signature and common seal)

Name:

Designation:

Date:

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 with necessary supporting documents.

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

(Signature and common seal)

Name:

Designation:

Date:

Form FIN- 4
Current Contract Commitments

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

No.	Contract No., Customer and name of work	Contract value(Rs.)	Estimated Completion Date	Value of Outstanding Work (Rs.)
1				
2				
3				
4				
5				

Form – EXP-1

EXPERIENCE

Each Bidder must fill in this form

Sl. No.	Customer name	Contract No. and date	Work order value	Brief description of work	Completion date

Note: Order/contract copies are to be submitted as supporting document. Completion certificate or delivery Challan is to be submitted as proof of completion of work.

(Signature and common seal)

Name:

Designation:

Date:

Price schedule

All prices are in Indian Rupees

Sl. No.	Item description	Unit	Qty	Unit price (without taxes)	GST	Unit price including taxes	Total price including taxes	Remarks (give HSN code and GST rate)
1	2	3	4	5	6	7	8	9
1	Reclamation of used transformer oil and related services as specified in the bid document	Ltr	210065					

Note: The price schedule presented here is for reference only. Bidders must submit the price using the price schedule available in e-tendering portal. This is not to be submitted in the techno-commercial envelope.

Section - 3

Purchaser's Requirements

3.1.0 SCOPE

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

- a) Lifting of used/damaged EHV grade transformer oil from AEGCL site as detailed in this bid document.
- b) Loading of EHV grade transformer oil at sites. Barells will be provided by AEGCL.
- c) Transportation of EHV grade transformer oil from AEGCL site to contractor's factory.
- d) Conducting tests of reclaimd EHV grade transformer oil at contractor's factory in presence of AEGCL representative.
- e) Delivery of reclaimed transformer oil to designated sites of AEGCL in new steel drums including loading at factory and unloading at site.

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. AEGCL shall provide necessary assistance for the same.

3.2.0 SERVICE CONDITIONS

Bidder should note the following climatic and other conditions prevailing in the location of work:

- | | | |
|----|---|-------------------------------|
| 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 TECHNICAL SPECIFICATION

The reclaimed EHV grade transformer oil should conform to the IS: 335 (1993) with latest amendment.

3.4.0 RECLAMATION PROCESS

Bidder shall demonstrate its plant capacity and reclamation process by submitting documentary evidence to the satisfaction of the purchaser. The process should conform to the Environment Protection Act, 1986, Hazardous Waste (Management and Handling) Rules, 1989 and any other prevalent rules for protection of environment. A declaration in this regard may be submitted.

3.5.0 RECLAMATION LOSS

Maximum reclamation loss shall be 20%. Bidder must declare the loss of oil in percentage in reclamation process. If the reclamation loss is found to be more than 20% its bid shall be summarily rejected. No credit shall be given for lower reclamation loss.

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 bid document shall prevail over those in the 'General Conditions of Supply and Erection of AEGCL'.

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 honorable Guwahati High Court will have sole jurisdiction of all settlement.

5.4.0 LANGUAGE

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

5.5.0 SCOPE OF WORK

- 5.5.1. The Goods and Related Services to be supplied shall be as specified in section 3- Purchaser's requirement and quantity as stated in Schedule No. 1 of Section -2, Bidding Forms.
- 5.5.2. **Unless otherwise stipulated in expressly limited in the Purchaser's Requirements, the Scope of 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. Contract completion period shall be counted from final pick up of used/damaged EHV grade transformer oil from AEGCL premises. Completion of the work shall be within **6(Six) months** from Contract commencement.
- 5.6.2. The contractor shall lift all used oil from the designated sites of AEGCL within **1(One) month** from the contract signing.
- 5.6.3. If the Lifting of oil is delayed for reason not under the control of the contractor, the same should be intimated to the ordering authority immediately in writing.
- 5.6.4. 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 5.16.0** 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 delivery of reclaimed oil, 80% (eighty percent) payment of the invoice value(without GST) would be made along with 100% GST on receipt and acceptance of materials in full and good condition.
 2. In total 4 (four) Nos. of progressive invoice/ bill would be entertained.
 3. For payment upto 80% of the total contract value, maximum 4 (four) Nos. of progressive invoices/ bills would be entertained.
 4. Final invoice/ bill of 20% would be entertained on completion work to the satisfaction of purchaser.
- 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 reclamation 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 Contract price** as performance security (Bank Guarantee), within fifteen (15) days of receipt of notification of award, duly pledged in favor of the Managing Director, AEGCL 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 design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

5.11.3. The warranty shall remain valid for **18 (Eighteen) months** from the date of successful commissioning after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Purchaser's Requirement. Bidder may at its discretion offer extra warranty which shall be evaluated in the mark based evaluation system

5.11.4. If during the Period Warranty any defect should be 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.

5.11.5. If having been notified, the Contractor/Manufacturer fails to remedy the defect 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 QUANTITY VARIATION

5.12.1. "Purchaser" shall have the right to increase/decrease 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 contract except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

5.13.0 INSPECTION AND TESTING

5.13.1. 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.

- 5.13.2. The inspections and tests shall generally be conducted on the premises of the Contractor/Manufacture. Subject to Sub-Clause 5.13.3, The Contractor shall furnish, all reasonable facilities and assistance, including access to drawings/process chart and production data to the inspectors at no charge to the Purchaser.
- 5.13.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in SCC Sub-Clause 5.13.2, 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.
- 5.13.4. 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 21 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.
- 5.13.5. The Contractor/manufacture shall provide the Purchaser with a certified report of the results of any such test and/or inspection.
- 5.13.6. 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 5.13.4
- 5.13.7. 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.
- 5.13.8. 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 5.13.5 & 5.13.7, shall release the Contractor from any warranties or other obligations under the Contract.

5.14.0 INSURANCE

- 5.14.1. 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.
- 5.14.2. 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.
- 5.14.3. 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.
- 5.14.4. If it is considered necessary that the damaged equipment either in part or in full to be sent back to the manufacturer's works for repair, the manufacturers/ 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.
- 5.14.5. 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.

5.15.0 FORCE MAJEURE

- 5.15.1. "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
 - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
 - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
 - (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 5.15.2. 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.
- 5.15.3. 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 5.16.0**.

5.16.0 EXTENSION OF TIME FOR COMPLETION

- 5.16.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- (a) any Change in the scope of works by the Purchaser; which justifies extension of completion time as provided in **SCC Clause 5.12.0**; and
 - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.15.0**.
- 5.16.2. 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 5.19.0**.

5.17.0 LIQUIDATED DAMAGE

- 5.17.1. 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 5.6.4**, or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.16.0** hereof.
- 5.17.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.16.0**, 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.

- 5.17.3. Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Purchaser may consider following actions:
- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the Contractor; or
 - (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor and forfeit the security deposit.
 - (c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 5.18.0**.

5.18.0 CONTRACTUAL FAILURE

- 5.18.1. 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.

5.19.0 INDEMNITY BOND

The contractor shall indemnify the purchaser, through an indemnity bond before lifting the oil from AEGCL premises. The value to be indemnified shall be calculated as –

$$\text{Value to be indemnified} = \text{Used oil to be lifted as per contract in Ltr} \times 25$$

The indemnity bond should be valid through the period of reclamation till delivery and acceptance of reclaimed oil by AEGCL.

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 format for Notification of Award, 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.

[AEGCL's letter head]

Notification of Award

[date]

To: [Name and address of the Contractor]

This is to notify you that your Bid dated [date] for execution of the [name of the work] against [Bid identification number] for the Contract Price in the aggregate of Rupees [amounts in numbers and words] (as per Price Schedule-1), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the '**Reclamation of used transformer oil and related services in AEGCL**' covering inter-alia supply of all services specified in bidding document.

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

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

Attachment: 1) Price schedule (with arithmetic correction if any)
2) Draft Contract agreement

STAMP

1. Contract Agreement
(Supply and related services Contract)

THIS AGREEMENT made the _____ day of _____, _____,

BETWEEN

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

WHEREAS AEGCL desires to engage the Contractor to the 'Ex-works Supply Contract' (also referred to as the 'First Contract') covering inter-alia supply of all equipment and materials for the complete execution of '**Lifting of used/damaged EHV grade oil, carriage of used oil to factory, reclamation of used oil, transportation of reclaimed EHV grade oil to designated location and delivery including loading and unloading at site.**' as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1
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) Drawings (Purchaser's Requirements)
 - (h) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
 - (i) Guaranteed and other Technical Particulars (as submitted with the Bid).
 - (j) Any other documents shall be added here
- 1.2 **Order of Precedence** (Reference SCC Clause 5.2.0)
In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.
- 1.3 **Definitions** (Reference SCC Clause 5.1.0)
Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the SCC.

Article 2
Contract Price and
Terms of Payment

- 2.1 **Contract Price** (Reference SCC Clause 5.7.0)
The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall [. . . **amounts in rupees in words** . . .], [. . . **amounts in figures** . . .] as specified in Price Schedule No. 3 (Grand Summary).

The Contract Price is fixed.

2.2 **Terms of Payment** (Reference SCC Clause 5.8.0)
The terms and procedures of payment according to which the Purchaser will pay the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

**Article 3
Commencement Date
and Completion Time**

3.1 **Commencement Date** (Reference SCC Clause 5.6.1)
The Commencement Date upon which the period until the Time for Completion of the Works shall be counted from is the date when this Contract Document is signed.

3.2 **Completion Time** (Reference SCC Clause 5.6.4)
The whole works under the scope of this Contract shall be completed within **6 (Six)** months from Contract Commencement Date with following schedule:
(i) Collection and lifting of transformer oil shall be completed within **1 (One)** month from contract signing.
(ii) Reclamation and delivery of reclaimed oil shall be completed in the next **5 (Five)** months.

Article 4. Appendices

4.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

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

Signed by, for and on behalf of the Purchaser

Signed by, for and on behalf of the Contractor

[**Signature**]

[**Signature**]

[**Title**]

[**Title**]

in the presence of

in the presence of

[**Signature**]

[**Signature**]

[**Title**]

[**Title**]

APPENDICES

- Appendix 1 - Special Conditions of Contract
- Appendix 2 - Completion schedule (bar chart)
- Appendix 3 - List of pick up location for used oil
- Appendix 4 - List of delivery destinations
- Appendix 5 - Performance Security.
- Appendix 6 - Price Schedule.
- Appendix 7 - Guaranteed Technical Particulars for reclaimed oil

**Appendix 5 - Form of Performance Security
Bank Guarantee**

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

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

**Bank's Name:
Address of Issuing Branch or Office:
Email id and phone no for correspondence:**

Bid Security No.:

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

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

AND WHEREAS we have agreed to give the 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 words*], such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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