

**BIDDING DOCUMENT**

FOR

**Construction of Kiosk Building within switchyard area with all  
necessary services at different substations of AEGCL-A**



**ASSAM ELECTRICITY GRID  
CORPORATION LIMITED**

**BID IDENTIFICATION NOS:**

***AEGCL/MD/KIOSK/PSDF-019/PSDF/A***

## **MAIN CONTENTS**

Section – 1	Instruction to Bidders	1
Section –2	BIDDING FORMS	18
Section - 3	Employer’s Requirements	33
Section - 4	General Conditions of Supply and Erection of AEGCL	40
Section - 5	Special Conditions of Contract	42
Section - 6	Contract Forms	49

**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 Works 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 Online 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	8
<b>1.5.0 Evaluation and Comparison of Bids.....</b>	<b>9</b>
1.5.1 Confidentiality	9
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	11
1.5.10 Evaluation of Price Bids	11
1.5.11 Comparison of Bids	11
1.5.12 Employer'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>	12
1.6.4 <b>Performance Security</b>	12
<b>APPENDIX -1 TO ITB: Bid Data Sheet.....</b>	<b>13</b>
<b>APPENDIX - 2 TO ITB Evaluation and Qualification Criteria .....</b>	<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 **Managing Director**, on behalf of Assam **Electricity Grid Corporation Limited** (hereinafter referred to as "the Employer" or "AEGCL"), issues this Bidding Document for the '**Construction of Kiosk Building within switchyard with all necessary services at various substations of AEGCL**', as specified in Section 3 (Employer's Requirements). The name and identification nos. of this Competitive Bidding are provided in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.

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

#### 1.1.2. Eligible Bidders

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

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

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

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

### 1.2.0 Contents of Bidding Document

#### 1.2.1. Sections of Bidding Document

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

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

Section 2 - Bidding Forms (BDF)

Section 3 - Employer'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 Employer is not part of the Bidding Document.

1.2.1.4. The Employer 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 Employer 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 Employer in writing at the Employer'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 Employer 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 Employer'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 Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under **ITB Clause 1.2.3** and **ITB Clause 1.4.2**.

- 1.2.2.2. The Bidder is advised to visit and examine the sites where the works are to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the sites shall be at the Bidder's own expense.
- 1.2.2.3. The Bidder and any of its personnel or agents will be granted permission by the Employer 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 Employer 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 Employer not later than **one week** before the pre-bid meeting.
- 1.2.2.6. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer 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 Employer may amend the Bidding Document by issuing addenda.
- 1.2.3.2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with **ITB Clause 1.2.1.4**.
- 1.2.3.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer 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 Employer 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 Employer, 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 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 the envelopes must be submitted online through e-tendering portal <https://aegcl.etenders.in>.

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

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

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

- (a) Letter of Price Bid;
- (b) completed schedules as required, including Price Schedules, in accordance with **ITB Clauses 1.3.4** and **1.3.7**; and
- (c) any other document required in the **BDS**

### 1.3.4. Letter of Bid and Schedules

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

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

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

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

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

- (a) a detailed description of the essential technical and performance characteristics of the Works and services, including the functional guarantees of the Works, in response to the Specification;
- (b) a commentary on the Employer'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 Employer 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 Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

### 1.3.7. Bid Prices

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

### 1.3.8. Period of Validity of Bids

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

### 1.3.9. Bid Security

- 1.3.9.1. The Bidder shall furnish as part of its bid, in original form, a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**. A scan copy of the bid security is to be uploaded in the e-tendering portal.
- 1.3.9.2. The bid security shall be a demand guarantee, in the forms of an unconditional bank guarantee from a Scheduled or Nationalized Bank. The bid security shall be submitted using the 'Bid Security Form' included in Section 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 Employer as **non-responsive**.
- 1.3.9.4. The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 1.3.9.5. The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to **ITB Clause 1.6.4**.
- 1.3.9.6. The bid security may be forfeited:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB Clause 1.3.8.2** or
  - (b) if the successful Bidder fails to:
    - (i) Sign the Contract in accordance with **ITB Clause 1.6.1**; or
    - (ii) Furnish a performance security in accordance with **ITB Clause 1.6.2**.

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

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

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

#### **1.4.1. Online Submission of Bids**

- 1.4.1.1. The technical as well as Price bid should be submitted through online portal only.
- 1.4.1.2. For technical bid, all forms and supporting documents as required by **ITB clause 1.3.3** and duly signed and stamped as per **ITB clause 1.3.10** are to be uploaded in the portal. The documents are to be uploaded in PDF format and each file should not exceed 5 MB in size. In case 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 in the portal as per the online price schedule.

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

- 1.4.2.1. Bids shall be received ONLINE, no later than the date and time indicated in the **BDS**. The bidder will not be able to submit his bid after expiry of the date and time of submission of bid
- 1.4.2.2. The Employer 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 Employer 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 bidders to submit bids up to the date and time specified in **ITB Clause 1.4.2**. However, bidders are advised to submit their bids well in advance of the deadline for submission of bids to avoid any last moment difficulties..

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

- 1.4.4.1. E-tendering portal shall allow a Bidder to substitute, or modify its bid after it is submitted, at any time before the deadline for bid submission.
- 1.4.4.2. A Bidder may also withdraw its bid, by sending a written notice, duly signed by the authorized person, and shall include a copy of the authorization in accordance with **ITB Clause 1.3.10.1**. The withdrawal notice must be received by the Employer prior to the deadline prescribed for submission of bids, in accordance with **ITB Clause 1.4.2**.
- 1.4.4.3. Bids requested to be withdrawn in accordance with **ITB Clause 1.4.4.2** shall not be opened.
- 1.4.4.4. 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 Employer 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 on-line received Bids in the presence of Bidders designated representatives who choose to attend. The Price Bids will remain unopened until the specified time of their opening.
- 1.4.5.2. First, withdrawn Bids shall be read out and the corresponding bid shall not be considered/rejected with comments. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal duly signed by an authorized representative and is read out at bid opening.
- 1.4.5.3. All other Technical Bids shall be opened one at a time, and the following read out and recorded:
- a) the name of the Bidder;
  - b) whether there is a modification or substitution;
  - c) the presence of a Bid Security, if required; and
  - d) any other details as the Employer 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 Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and alternative proposals; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- 1.4.5.5. At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 1.4.5.6. The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 1.4.5.7. All Price Bids shall be opened one at a time and the following read out and recorded:
- a) the name of the Bidder;
  - b) the Bid Prices, including any discounts and alternative offers; and
  - c) any other details as the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer shall not be considered. The Employer'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 Employer 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 Employer'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 Employer 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 Employer 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
- d) Technical Proposal in accordance with **ITB 1.3.6**.

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

1.5.5.1. The Employer'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 Employer'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 Employer 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 (Employer'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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer's Requirements; deviations from the Employer's Requirements; conformity of the Works and services offered with specified performance criteria; suitability of the Works and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
- b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- c) other relevant factors, if any, listed in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.

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

1.5.8.1. The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in **Appendix to ITB-2 (Evaluation and Qualification Criteria)**.

1.5.8.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB Clause 1.3.5**.

1.5.8.3. **An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall not open the Price Bid of the Bidder.**

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

1.5.9.1. During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly; and
- b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) above.

1.5.9.2. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be **disqualified and its bid security may be forfeited**.

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

1.5.10.1. The Employer 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 Employer shall consider the following:

- a) the bid price, including taxes, as quoted in the Price Schedules;
- b) price adjustment for correction of arithmetical errors in accordance with **ITB Clause 1.5.9.1**; and
- c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).

1.5.10.3. If price adjustment is allowed in accordance with **ITB Clause 1.3.7.5**, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

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

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

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

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

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

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

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

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

1.6.2.1. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer 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 seven (7) 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 Employer.
- 1.6.3.3. The Contract Agreement shall be signed on non judicial stamp paper of appropriate value in a format as per format given in Section-6, Contract Forms

**1.6.4. Performance Security**

- 1.6.4.1. Within **seven (7)** days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in **Appendix – 4, Section 6 (Contract Forms)**, or another form acceptable to the Employer.
- 1.6.4.2. Failure of the successful Bidder to submit the above-mentioned Performance Security and sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

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

### A. Introduction

ITB 1.1.1.1	<p>The number of the Invitation for Bid is <b>AEGCL/MD/Tech-711/PSDF/KIOSK-A/IFB</b></p> <p>The Employer is: <b>Assam Electricity Grid Corporation Limited.</b></p> <p>The name of the Bid is: <b>Construction of Kiosk Building within switchyard with all necessary services at various substations of AEGCL-A.</b></p> <p><b>The Identification Number of the Bid is:</b></p> <p style="text-align: center;"><b>AEGCL/MD/KIOSK/PSDF-019/PSDF /A</b></p>
ITB 1.2.2.1	<p>For <b>clarification purposes</b> only, the Employer's address is:</p> <p>Attention: <b>The Managing Director, AEGCL</b>  Address: <b>Bijulee Bhawan, Paltanbazar</b>  Floor/Room number: <b>First Floor</b>  City: <b>Guwahati</b>  PIN Code: <b>781001</b>  Telephone: +91 361 2739520  Facsimile number: +91 361 2739513  Electronic mail address: <a href="mailto:managing.director@aeqcl.co.in">managing.director@aeqcl.co.in</a></p>
ITB 1.2.2.4	<p>Employer may invite intending Bidders to a pre-bid meeting, if Employer feels it is necessary. The date and time of such pre-bid meeting shall be intimated to intending bidders in due course of time.</p>
ITB 1.3.7.1	<p>Unless otherwise specifically indicated in the Section 3 (Employer's Requirements), bidders shall quote for the entire plant and services on 'single responsibility basis'.</p>
ITB 1.3.7.5	<p>The prices quoted by the Bidder shall be <b>FIXED for entire period of the Contract.</b></p>
ITB 1.3.8.1	<p>The bid validity period shall be <b>180 (one hundred eighty) days.</b></p>
ITB 1.3.9.1	<p><b>The Bidder shall furnish a bid security in the amount of Rs. 3, 60, 000.00.</b></p>
ITB 1.3.10.1	<p>The bidding is through E-tendering portal and received online. However, bidder has to submit any document in hard copy if asked by the Employer.</p>
ITB 1.3.10.1	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of a written confirmation of Authorization to sign on behalf of the Bidder shall consist of <b>Notarized Power of Attorney.</b></p>
ITB 1.4.2.1	<p>For <b>bid submission purposes</b> only, the Employer's address is  <b>(E-Tenders shall be accepted through online portal only)</b></p> <p>Attention: <b>The Managing Director, AEGCL</b></p>



	<p>Street Address: <b>Bijulee Bhawan, Paltanbazar</b></p> <p>Floor/Room number: <b>First Floor</b></p> <p>City: <b>Guwahati</b></p> <p>PIN Code: <b>781001</b></p> <p><b>The deadline for bid submission is</b></p> <p>Date:03.07.2017</p> <p>Time:12.00 Hours</p>
<b>ITB 1.4.5.1</b>	<p>The bid opening of Technical Bids shall take place at</p> <p><b>Office of The Managing Director, AEGCL</b></p> <p>Street Address: <b>Bijulee Bhawan, Paltanbazar</b></p> <p>Floor/Room number: <b>First Floor</b></p> <p>City: <b>Guwahati (Assam)</b></p> <p>PIN Code: <b>781001</b></p> <p>Country: <b>India</b></p> <p>Date:03.07.2017</p> <p>Time: 14.00 Hours</p>

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

This Appendix contains all the criteria that the Employer 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 Time Schedule	16
1.4 Specific additional criteria	16
<b>2 Qualification</b> .....	<b>16</b>
2.1 General	16
2.2 Financial Situation	16
2.3 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 Employer for deviations and omissions from the requirements of the Bidding Document. All such deviations, omissions or reservations shall be dealt with in accordance with ITB Clauses 1.5.5.2, 1.5.5.3, 1.5.5.4, 1.5.6.1, 1.5.6.2, 1.5.6.3, 1.5.7.1(a) and 1.5.9.

### 1.3 Time Schedule

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

### 1.4 Specific additional criteria

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

## 2 Qualification

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

### 2.1 General

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

### 2.2 Financial Situation

- 2.2.1 Submission of audited balance sheets or other financial statements acceptable to the Employer, for the last **three (3)** years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. Along with audited balance sheet bidder shall submit Form '**FIN-1**' (Section 4, Bidding Form), with the Bid duly filled up.
- 2.2.2 Bidders shall have minimum average annual turnover of **Rs. 2,75,00,000.00**, calculated as total certified payments received for contracts in progress or completed, within the **last 3 years**. The bidder shall furnish along with its bid the audited balance sheets and duly filled up Form '**FIN-2**' in support of this Clause.
- 2.2.3 Using Forms FIN – 3 & 4 Section 4 (Bidding Forms) the 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 the cash-flow requirement, of **Rs. 70, 00, 000.00 plus its financial obligation for its Current Contract Commitments**.
- 2.2.4 If the bidder is a JV, the lead partner must have a minimum of 40 percent of the annual turnover and cash-flow requirement and each other partner of the JV must have a minimum of 20 percent of the annual turnover and cash-flow requirement. The combined annual turnover and cash-flow of all partners should meet the requirements as per Clause 2.2.2 and 2.2.3.

## 2.3 Technical Qualifying Requirements

2.3.1 **General Experience:** The Bidder must have at least five (5) years' experience of Civil Construction Works as on date of bid opening. In case of JV, atleast one partner should have experience of 5 years of Civil Construction works as on 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 **Specific Experience:** The bidder should have substantially (minimum 80%) completed atleast 2 contracts of similar nature (construction of RCC building) within last 5(five) years. In case of JV, combined experience will be considered.

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

The bidder must furnish necessary information using form EXP-2 of Section 2 (Bidding Forms) along with supporting document (Eg. Copy of contracts, performance/completion/Work in progress (at least 80% complete) certificate).

## 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.*

<b>Table of Forms</b>	
<b>1</b>	<b>Letter of Technical Bid ..... 20</b>
<b>2</b>	<b>Letter of Price Bid..... 21</b>
<b>3</b>	<b>Price Schedules ..... 22</b>
	Schedule No. 1 - Works ..... 22
<b>4</b>	<b>Form of Bid Security..... 23</b>
<b>5</b>	<b>Contract Execution Schedule ..... 24</b>
<b>6</b>	<b>Bidders Qualification..... 25</b>
6.1	Form ELI - 1: Bidder's Information Sheet 25
6.2	Form LIT - Pending Litigation 26
6.3	Form FIN - 1: Financial Situation 27
6.4	Form FIN - 2: Average Annual Turnover 28
6.5	Form FIN – 3: Financial Resources 29
6.6	Form FIN – 4: Financial Requirements for Current Contract Commitments 30
6.7	Form EXP – 1: General Experience 31
6.8	Form EXP – 2: Specific Experience 32

1 Letter of Technical Bid

[Bidder's Letterhead]

Date: .....

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

: .....

: .....

: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;
- (b) We offer to execute in conformity with the Bidding Documents the following Works: . . . . .
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

Name .....

In the capacity of .....

Signed .....

.....

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

Date .....

.....

**2 Letter of Price Bid**

[Bidder's Letterhead]

**(Not required for E-tendering)**

Date: .....

Bid Identification No: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

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

Name .....

In the capacity of .....

Signed .....

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

Date .....



**3 Price Schedules**  
**Schedule No. 1 - Works**

Item	Description	Measuring Unit	Qty.	Unit Price	Total Price
1	2	3	4	5	6 = 4 x 5
1	<b>Construction of Kiosk Building, Type A with all required services (4.00 x 5.50 m) with supply of all materials, equipment as per drawings and specification.</b>				
	(i) Bokajan 132/66/33 kV Substation	No	1		
	(ii) Dibrugarh 132/33 kV Substation	No	3		
	(iii) Golaghat 132/33 kV Substation	No	1		
	(iv) Jorhat 132/33 kV Substation	No	3		
	(v) Margherita 132/33 kV Substation	No	1		
	(vi) Nazira 132//33 kV Substation	No	3		
	(vii) NTPS 220/132/66/33 kV Substation	No	6		
2	<b>Construction of Kiosk Building, Type B with all required services (4.00 x 7.00 m) with supply of all materials, equipment as per drawings and specification.</b>				
	(i) Tinsukia 220/132/66/33 kV Substation	No	3		
	(ii) LTPS 132//33 kV Substation	No	2		
3	<b>Construction of outdoor Cable Trench with supply of all materials as per drawings and specification.</b>				
	(i) Bokajan 132/66/33 kV Substation	Per meter Length	25		
	(ii) Dibrugarh 132/33 kV Substation	-do-	80		
	(iii) Golaghat 132/33 kV Substation	-do-	30		
	(iv) Jorhat 132/33 kV Substation	-do-	75		
	(v) Margherita 132/33 kV Substation	-do-	25		
	(vi) Nazira 132//33 kV Substation	-do-	75		
	(vii) Tinsukia 220/132/66/33 kV Substation	-do-	60		
	(viii) NTPS 220/132/66/33 kV Substation	-do-	150		
	(ix) LTPS 132//33 kV Substation	-do-	50		
<b>TOTAL Column 6, to be carried forward to Letter of Price Bid</b>					

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

**NOTES**

<sup>1</sup>All amounts shall be in Rupees.

<sup>2</sup>Prices shall be inclusive of all taxes as applicable.

<sup>3</sup>Quantities mentioned above are provisional.

4 Form of Bid Security

Bank Guarantee

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

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

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

Date:.....

Bid Security No.:.....

We have been informed that ..... name of the Bidder. .... (Hereinafter called "the Bidder") has submitted to you its bid dated ..... (Hereinafter called "the Bid") for the execution of ..... Name & Identification No of Bid ..... under Invitation for Bids No. .... ("the IFB").

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

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

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

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

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

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

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

## 5 Contract Execution Schedule

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

## 6 Bidders Qualification

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

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

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

## 6.2 Form LIT - Pending Litigation

Each Bidder must fill in this form

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

### 6.3 Form FIN - 1: Financial Situation

Each Bidder must fill in this form

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

#### Information from Balance Sheet

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

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

#### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

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

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

Each Bidder must fill in this form

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.

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

### 6.5 Form FIN – 3: Financial Resources

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

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

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



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

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

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

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

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

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

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

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

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

Each Bidder must fill in this form

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

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

## 6.8 Form EXP – 2: Specific Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature	
Contract No. . . . . of . . . . .	Contract Identification
Award Date	Completion Date
Role in Contract	<input type="checkbox"/> Contractor <span style="margin-left: 200px;"><input type="checkbox"/> Subcontractor</span>
Total Contract Amount	(Rupees)
Employer's Name Address Telephone/Fax Number E-mail	
Description of the similarity in accordance with Criteria 2.3.2 of Appendix 2, Section 1	
1. Brief Description of Works done  2. Date of Completion.	
Attached are copies of the following original documents. <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Completion Certificates from Employer/Owner</li> <li><input type="checkbox"/> 2. Copy of the Contract Document.</li> </ul>	

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

## **Section - 3**

# **Employer's Requirements**

## Section 3 - Employer's Requirements

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

### Table of Contents

3.1.0	SCOPE .....	35
3.2.0	<b>GENERAL</b> .....	35
3.3.0	<b>SITE PREPARATION</b> .....	35
3.4.0	<b>KIOSK BUILDING</b> .....	36

## Section 3

### Employer's Requirements

#### 3.1.0 SCOPE

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

- a) Construction of RCC Kiosk Buildings at various substations of AEGCL complete with all finishes including air condition, electrification, construction of cable trenches inside the building, Earthing arrangement of Kiosk etc. as per this section and drawings.
- b) Construction of outdoor cable trenches to link the Kiosk to the existing cable trenches as per drawings and specification.
- c) The price quoted shall include cost of all materials and labour to complete the job in all respect as per drawings and this Section.

#### 3.2.0 GENERAL

3.2.1 The intent of this Section of the Specification is to cover requirements, which are to be followed in construction of Kiosk Building including civil works and all services and cable trenches in the switchyard.

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

3.2.3 A set of drawings are enclosed for reference of the Bidder. The drawings shall be treated as for bidding purpose only. The successful Bidder shall be required to approval of these drawings before starting the works.

3.2.4 The enclosed drawings give the basic scheme, layout of building, associated services etc. in case of any discrepancy between the drawings and text of specification, the requirements of text shall prevail in general. However, the Contractor is to get these approved from Employer.

3.2.5 The bidder must employ atleast one supervisor having valid HT supervisory license from Govt. of Assam.

#### 3.3.0 SITE PREPARATION

3.3.1 All Kiosks shall be constructed in the existing switchyard area of substations of AEGCL. It is responsibility of the AEGCL to select the location in the switchyard, where the Kiosk in substations shall be constructed.

3.3.2 The Contractor shall be responsible for proper levelling of kiosk building site as per layout and levels of switchyard at his own cost and maintaining them up to the completion of the work shall be the responsibility of the Contractor.

3.3.3 *The Bidder should note that the price quoted shall inclusive of cost of all activities for site preparations, such as clearing the area, earth filling, earth cutting, levelling etc. It is advised that the Bidders should visit the concerned sites before finalising their bids.*

**3.4.0 KIOSK BUILDING**

- 3.4.1 The scope of the work are construction of RCC building including anti-termite treatment, plinth protection, DPC of Building, internal cable trench, MS Chequered cover plate, electrification, false ceiling & roof treatment etc., of Kiosk building. The buildings are RCC framed structure of concrete of M25 grade (Min.) unless specified in drawing.
- 3.4.2 The roof shall be Slope roof and proper water proofing treatment with adequate slope shall be provided for preventing accumulation of rain water. No parapet wall should be provided.
- 3.4.3 The finished plinth level of the Kiosk Building shall be 600 mm high from the finished ground level.
- 3.4.4 **Plinth Wall and Plinth Filling**  
The plinth wall shall be of 230 mm thick brick masonry works in cement mortar prop. 1:4 over tie beams or as per approved design with cement plaster prop.1:4 on exposed faces with neat cement finishes.
- 3.4.5 Plinth filling shall have to be done by river sand in layers not exceeding 150 mm at a time with proper compacting.
- 3.4.6 **Damp Proof Course (DPC)**  
A 25 mm thick DPC shall be provided with cement concrete in prop.1:1.5:3 with grade stone aggregate of 10 mm down nominal size including providing approved damp proof admixture. Waterproof cement additive shall conform to IS 2645.
- 3.4.7 **Brick Work**  
Kiosk building is a framed superstructure. All walls shall be non-load bearing wall. All walls shall be 112 mm thick with first class brick with cement mortar in prop.1:4.
- 3.4.8 **Roof slab**  
The roof slab is sloped RCC structure. Minimum thickness of the roof slab shall not be less than 100 mm.
- 3.4.9 **Roof Treatment**  
Roof of control room building shall consist of cast-in-situ R.C.C slab with a water proofing system, which shall be an integral cement base treatment.
- 3.4.10 **Plastering**  
All interior, exterior walls and ceiling shall have minimum 15 mm thick plaster with 1:4 cement sand mortar.
- 3.4.11 **Internal Finishes**
- 3.4.11.1 **Flooring & Skirting:-**  
65 mm thick P.C.C. in prop. 1:3:6 over one flat brick soling and VITRIFIED floor tiles of size 600 mm X 600 mm of approved quality of specified size, shape and on floors, 150 mm high skirting, risers and treads of steps over 15 mm thick base of cement mortar in prop. 1:3 (1 cement : 3 coarse sand ) including cutting where necessary finished with flush pointing with Fix-A-Tile

(Choksey/Sika/Pedelite/Rouf) / white cement slurry mixed with approved pigment to match shade of tiles, mixed with approved pigment to match the shade of the tiles, complete. (Coloured pigment should be in conformity with colour of tiles and as approved and directed by the AEGCL).

#### 3.4.11.2 Doors, Windows, Ventilators:-

Anodized Aluminium extruded sections as per IS 733 and IS 1285 for fully glazed doors, sliding windows (67% opening) and ventilators with 6 mm thick glass panes covered with sun screen film.

#### 3.4.11.3 False Ceiling:- Semi Perforated Gypboard (Sundance) Tiles.

Supplying, fitting, fixing and painting where necessary (one coat primer and two coats of paint) pre-coated G.I. angle size 24mmx24mmx80mm thick fixed to the brick wall/ partition at the perimeter of ceiling with nylon sleeves and screws, at 610mm c/c. Then suspending main 'T' section (bottom pre-coated) size 24mmx38mmx0.70mm and 3600mm long from the soffit in one direction with the help of metal Rawl Plug. Soffit cleat and G.I. Rod 4mm diameter with galvanized level clip 1220mm c/c G.I. cross. BPB Grid ceiling system with Design Type Semi Perforated Gypboard (Sundance) Tiles.

#### 3.4.11.4 Painting:-

Distemping two coats with oil bound distemper of approved brand and manufacture and of required shade on new wall surface to give an even shade, over and including a priming coat with distemper primer of approved brand and manufacture after thoroughly brooming the surface free from mortar droppings and other foreign matter and including preparing surface even and sand papered smooth.

#### 3.4.11.5 Internal Electrification

It is in the scope of the Contractor to install and commissioning of the complete electrification works of the buildings as per drawings. Scope includes supply of all materials for electrification works.

#### 3.4.11.6 AIR CONDITIONING

Air conditioning system shall be provided in the Kiosk Building, which will house control and protection panels. These Kiosk building will be located in the switchyard area and generally unmanned. Therefore, the air-conditioning system shall be rugged, reliable, maintenance free and designed for long life.

Air conditioning requirement of each Kiosk building shall be met using high wall type Split AC units of 2TR capacity. Each Kiosk shall be provided with 2 nos. (1 working + 1 standby).

The split AC units shall be complete with indoor evaporator unit, outdoor condensing units and cordless remote control units.

Outdoor unit shall comprise of hermetically/semi hermetically sealed compressors mounted on vibration isolators, propeller type axial flow fans and copper tube aluminium finned coils all assembled in a sheet metal casing. The casing and the total unit shall be properly treated and shall be weatherproof type. They shall be compact in size and shall have horizontal discharge of air.



The indoor units shall be high wall type. The indoor unit shall be compact and shall have elegant appearance. They shall have low noise centrifugal blowers driven by suitable motors and copper tube aluminium finned cooling coils. Removable and washable polypropylene filters shall be provided. They shall be complete with multi-function cordless remote control unit with special features like programmable timer, sleep mode and soft dry mode etc.

Cooling capacity of 2TR AC units shall not be less than 22000btu/hr. and shall have energy efficiency rating of 5 star.

Air conditioning system is required for maintaining the temperature below 24°C for sub-station control and protection panels. This shall be achieved using Packaged AC units with free cooling arrangement as per subsequent paragraphs. The system shall be designed for 24 Hours, 365 Days of the year operation to maintain the inside Switchyard panel rooms temperature for proper operation of the critical equipment.

Each AC unit shall be complete with air cooled condensing unit with scroll compressor, direct expansion type evaporating unit and microprocessor controller. AC units shall be provided with free cooling arrangement. In free cooling mode, the refrigerant cycle of AC unit shall be switched off and outside air (after filtration) shall be circulated inside the conditioned space through the operation of dampers provided with suitable sensors. This mode shall come into operation in the following conditions;

- i. When the ambient temperature is below a preset value, which is to be decided during detailed engineering.
- ii. In case of failure of refrigeration system of both the units.

One of the air-conditioners shall be running at a time and shall maintain the required temperature. On failure of the running air-conditioned, the other air-conditioner shall start automatically. To ensure longer life of the system and to keep the AC units healthy, changeover of the standby unit shall be done periodically through the controller. Further, if inside temperature of the room reaches 35°C due to any emergency condition, the standby air-conditioner shall also start running to maintain the temperature less than 24°C and system shall generate an alarm for such a situation. After achieving this temperature, the standby unit shall again shut off. However, any hunting situation shall be reported. No heating or humidification is envisaged for the air conditioning system inside the Switchyard panel rooms.

Each air conditioner shall be completely self-contained. All components of the units shall be enclosed in a powder coated cabinet. The unit shall be assembled, wired, piped, charged with refrigerant and fully factory tested as a system to ensure trouble free installation and start up. Suitable isolation or other bypassing arrangement shall be provided such that any unit/component could be maintained/ repaired without affecting the running standby unit.

***For Employer's remote monitoring purposes, necessary digital inputs shall be provided for 'ON' and 'OFF' condition of each compressor.***

***AC units shall be from a reputed manufacture, which shall be subject to approval of the Employer.***

***The Contractor shall be required to furnish from the manufacturer, a minimum 5 years Warranty from the date of commissioning for each compressor.***

## **Section - 4**

# **General Conditions of Supply and Erection of AEGCL**

***This Section 'General Conditions of Supply and Erection of AEGCL' is supplied separately and supplementary to Section -5 'Special Conditions of Contract' of this document. Whenever there is a conflict, the provisions in SCC or the other Sections of this document shall prevail over those in the 'General Conditions of Supply and Erection of AEGCL'.***

## **Section - 5**

# **Special Conditions of Contract**

## Section 5 - Special Conditions of Contract

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

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

### Table of Clauses

5.1.0	DEFINITION OF TERMS .....	44
5.2.0	CONTRACT DOCUMENTS .....	44
5.3.0	LEGAL JURISDICTION .....	44
5.4.0	LANGUAGE .....	44
5.5.0	SCOPE OF SUPPLY .....	44
5.6.0	COMPLETION SCHEDULE .....	45
5.7.0	CONTRACT PRICE .....	45
5.8.0	TERMS OF PAYMENT .....	45
5.9.0	PERFORMANCE SECURITY DEPOSIT .....	45
5.10.0	RETENTION MONEY .....	45
5.12.0	QUANTITY VARIATION .....	46
5.13.0	INSURANCE .....	46
5.14.0	FORCE MAJEURE .....	46
5.15.0	EXTENSION OF TIME FOR COMPLETION .....	47
5.16.0	LIQUIDATED DAMAGE .....	47
5.17.0	CONTRACTUAL FAILURE .....	47
5.18.0	ARBITRATION .....	47

## Section - 5

### Special Conditions of Contract

#### 5.1.0 DEFINITION OF TERMS

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

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

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

“Day” means calendar day

“Year” means 365 days.

“Month” means calendar month.

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

“Employer” 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 “Employer” and shall include the bidder’s legal representatives, successors and assignees.

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

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

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

The “Specification” shall mean the “Employer’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 Employer and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Contractor.

#### 5.2.0 CONTRACT DOCUMENTS

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

#### 5.3.0 LEGAL JURISDITCTION

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

#### 5.4.0 LANGUAGE

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

#### 5.5.0 SCOPE OF WORKS

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

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

#### **5.6.0 COMPLETION SCHEDULE**

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

5.6.2. The completion schedule shall be in accordance with the Completion Schedule specified in the Article 3 of the Contract Agreement (Contract Forms) or within such extended time to which the Contractor shall be entitled under SCC **Clause 5.15.0** hereof.

#### **5.7.0 CONTRACT PRICE**

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

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

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

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

Payment up to 100% of Works items shall be made against each progressive bills within six (6) weeks from the date of submission of bills less deduction of Retention Money (as per **SCC Clause 5.10.0**) and advance (if and as applicable as per **SCC Clause 5.8.3**) and as per terms and conditions stipulated in the Contract Agreement.

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

5.8.3. ADVANCE PAYMENT

No advance payment is applicable for this contract.

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

5.9.1. The successful Bidder shall have to deposit to the extent of 10% (ten percent) of the total value of the order as performance security (Bank Guarantee), within seven (7) days of receipt of notification of award, duly pledged in favor of the Employer and such security deposits shall be valid up to 30 days beyond the Defect Liability Period.

5.9.2. If the Contractor fails or neglects to observe, perform any of his obligations under the contract, it will be lawful for the "Employer" to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the Contractor.

5.9.3. No interest shall be payable on such deposits.

#### **5.10.0 RETENTION MONEY**

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

5.10.2. No interest shall be payable on such retentions.

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

5.11.1. The term period of defect liability period shall mean the period of 12 months from the date of Taking Over of the Work by AEGCL. A Taking over Certificate (TOC) will be issued by the appropriate authority.



- 5.11.2. The Site Engineer of AEGCL shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at completion of Works. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 5.11.3. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Site Engineer's notice.
- 5.11.4. If the Contractor has not corrected a Defect within the time specified in the Site Engineer's notice, the Site Engineer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount or shall adjust the amount from performance security deposit.

#### 5.12.0 QUANTITY VARIATION

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

#### 5.13.0 INSURANCE

- 5.13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, for the following events, which are due to the Contractor's risks:
- a) loss of or damage to the Works, Plant, Equipment and Materials;
  - b) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - c) personal injury or death.

#### 5.14.0 FORCE MAJEURE

- 5.14.1. "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
  - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
  - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
  - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
  - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
  - (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 5.14.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 5.14.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 5.15.0**.

### 5.15.0 EXTENSION OF TIME FOR COMPLETION

- 5.15.1. The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- (a) any Change in the scope of works by the Employer; which justifies extension of completion time as provided in **SCC Clause 5.12.0**; and
  - (b) any occurrence of Force Majeure as provided in **SCC Clause 5.14.0**.
- 5.15.2. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Employer'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 Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to **SCC Sub-Clause 5.18.0**.

### 5.16.0 LIQUIDATED DAMAGE

- 5.16.1. The Contractor guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 5.6.2**, or within such extended time to which the Contractor shall be entitled under **SCC Clause 5.15.0** hereof.
- 5.16.2. If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.15.0**, the Contractor shall pay to the Employer liquidated damages at the rate of **½ % (half percent)** of the total Contract Price per week or part there of delay. The aggregate amount of such liquidated damages shall in no event exceed **10% (ten percent)** of the total contract price.
- However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Contract.
- 5.16.3. Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Employer may consider following actions:
- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the Contractor; or
  - (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor and forfeit the security deposit.
  - (c) Declare it as a "Contractual Failure" and act in accordance with **SCC Clause 5.17.0**.

### 5.17.0 CONTRACTUAL FAILURE

- 5.17.1. In the event of contractual failure of any respect on the part of the Contractor, the Employer 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 Employer's claim for damages arising out of the failure. In addition, the Employer may black-list or bans the "Contractor" or pending enquiry, suspend him or take any other steps considered suitable.

### 5.18.0 ARBITRATION

- 5.18.1. If at any time, any question, disputes or differences whatsoever shall rise between the Employer 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 Employer the other by the Contractor and the third by the President of the Institution of Engineers, India/ Retired or Sitting Judge not below the status of a retired Judge of High Court of India. If either of the parties fail to appoint its arbitrators within 60(sixty) days after receipt of notice of the appointment of arbitrators then the President of the Institution of

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

- 5.18.2. The arbitration shall be conducted as per provisions of the Indian Arbitration Act, shall be held at Guwahati or any other place as may be decided by the Employer. 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 Employer 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

1.	Notification of Award	51
2.	Contract Agreement	52
	Appendix 1 – Terms and Procedures of Payment	55
	Appendix 2 - Time Schedule	56
	Appendix 3 - Form of Performance Security	57
	Appendix 4 – Price Schedules	58

**1. Notification of Award**

[AEGCL's letter head]

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

[ date ]

To: [ Name and address of the Contractor ]

This is to notify you that your Bid dated [date] for execution of the [ name of the Contract and identification number, as given in the Contract Data ] for the Contract Price in the aggregate of [ amounts in numbers and words ] [ name of currency ] (as per Price Schedule-1), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the 'Supply and Delivery Contract' covering inter-alia Ex-works supply and Delivery of all Works including Related Services.

You are requested to furnish the Performance Security within seven (7) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 6 (Contract Forms) of the Bidding Document

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

Attachment: Contract Agreement

## 1. Contract Agreement

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

BETWEEN

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

WHEREAS AEGCL desires to engage the Contractor to the the Works known as '.....**Construction of Kiosk Building within switchyard with all necessary services at various substations of AEGCL-A**', 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:

- |  |            |   |
|--|------------|---|
| <b>Article 1</b>                           | <b>1.1</b> | <b>Contract Documents</b> (Reference SCC Clause 5.2.0)<br>The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:  |
| <b>Contract Documents</b>                  |            | <ul style="list-style-type: none"> <li>(a) This Contract Agreement and the Appendices hereto</li> <li>(b) Letter of Price Bid and Price Schedules submitted by the Contractor</li> <li>(c) Letter of Technical Bid and Technical Proposal submitted by the Contractor</li> <li>(d) Special Conditions of Contract</li> <li>(e) General Conditions of Supply and Erection.</li> <li>(f) Specification (Employer's Requirements)</li> <li>(g) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids</li> <li>(h) Any other documents (if necessary) shall be added here</li> </ul> |
|  | <b>1.2</b> | <b>Order of Precedence</b> (Reference SCC Clause 5.2.0)<br>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.  |
|  | <b>1.3</b> | <b>Definitions</b> (Reference SCC Clause 5.1.0)<br>Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the SCC.   |
| <b>Article 2</b>                           | <b>2.1</b> | <b>Contract Price</b> (Reference SCC Clause 5.7.0)<br>The Employer 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 [ . . . <b>amounts in rupees in words</b> . . . ], [ . . . <b>amounts in figures</b> . . . ] as specified in Price Schedule No. 3 (Grand Summary).  |
| <b>Contract Price and Terms of Payment</b> |            | <b>The Contract Price is FIXED for entire period of the Contract.</b>   |
|  | <b>2.2</b> | <b>Terms of Payment</b> (Reference SCC Clause 5.8.0)<br>The terms and procedures of payment according to which the Employer will pay the Contractor are given in the SCC Clause 5.8.0.  |

- Article 3  
Commencement Date  
and Completion Time**
- 3.1 **Commencement Date** (Reference SCC Clause 5.6.1)  
The Commencement Date upon which the period until the Time for Completion of the total scope under the Contract shall be counted from the date which falls 7 days after the issue of LoA/NoA.
- 3.2 **Completion Time** (Reference SCC Clause 5.6.2)  
The whole scope under this Contract shall be completed within **four (4)** months from Contract Commencement Date.
- Article 4. Appendices**
- 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
- 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer 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 Employer

[ **Signature** ]

[ **Title** ]

in the presence of

[ **Signature** ]

[ **Title** ]

Signed by, for and on behalf of the Contractor

[ **Signature** ]

[ **Title** ]

in the presence of

[ **Signature** ]

[ **Title** ]



## **APPENDICES**

Appendix 1 - Terms and Procedures of Payment

Appendix 2 - Time Schedule

Appendix 3 - Performance Security.

Appendix 4 – Price Schedules.

## Appendix 1 – Terms and Procedures of Payment

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

### (A) Terms of Payment

#### Schedule No. 1

Payment up to 100% of Works items shall be made against each progressive bills within six (6) weeks from the date of submission of bills less deduction of Retention Money (as per *SCC Clause 5.10.0*) and advance (if and as applicable as per *SCC Clause 5.8.3*) and as per terms and conditions stipulated in the Contract Agreement.

### (B) Payment Procedures

#### Progressive Payment

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

## Appendix 2 - Time Schedule

(Bidders shall furnish with bids a construction schedule in form of bar chart. The time schedule should match with the completion time mentioned elsewhere in the Bidding Document)

**Appendix 3 - Form of Performance Security****Bank Guarantee**

(To be stamped in accordance with Stamp Act)

To: \_\_\_\_\_ [name of Employer]  
 \_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor/Manufacturer]  
 has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 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/Manufacturer 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/Manufacturer such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor/Manufacturer, up to a total of \_\_\_\_\_ [amount of Guarantee]<sup>1</sup>  
 \_\_\_\_\_ [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.

This guarantee shall be valid until the date, 30 days beyond the Warranty Period as per the Contract.

Signature and Seal of the Guarantor \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

**Appendix 4 – Price Schedules**

(Price Schedules shall be inserted here)