BID DOCUMENT
FOR
SUPPLY, INSTALLATION, COMMISSIONING AT SITE AND
COMPREHENSIVE MAINTENANCE CONTRACT (CMC) FOR 5 (FIVE) YEARS
INCLUDING REPLACEMENT GUARANTEE FOR PARTS AND COMPONENTS
OF COMPLETE SOLAR PHOTO VOLTAIC STREET LIGHTING SYSTEMS IN
30 NOS. OF REMOTE VILLAGES IN THE STATE OF ASSAM

PRICE: ₹ 500.00
(Rupees Five Hundred only)
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ASSAM POWER DISTRIBUTION COMPANY LIMITED
NOTICE INVITING TENDER
DOMESTIC COMPETITIVE BIDDING

NIT NO. ASEB/CGM (RE)/REW/TECH-40/Pt-I/09-10/102 Date: 20/05/2013,
ASEB, BIJULEE BHAWAN, PALTANBAZAR, GUWAHATI-781001

Invitation of Bid for Supply, Installation, Commissioning and Maintenance of Solar Photo Voltaic Street Lighting System.

Sealed Tenders with 180 days validity are invited from reputed manufacturers approved by Ministry of New & Renewable Energy, Govt. of India (MNRE) having valid Test Certificates of products issued by Laboratories authorized by MNRE for “Supply, installation, commissioning at site on Turn-key basis and comprehensive maintenance contract (CMC) for 5 (five) years of Solar Photo Voltaic Street Lighting System under the RVE Programme of MNRE in 30 (thirty) numbers of remote villages in the state of Assam”.

Bid documents can be purchased from the Renewable Energy Wing of office of the Chief General Manager (RE), APDCL, Bijulee Bhawan, Paltanbazar, Guwahati-1 on submission of an application and on payment of Non refundable Bid cost of ₹ 500.00 (Rupees five hundred only) by Demand Draft pledged in favour of CGM (RE) APDCL payable at Guwahati.

Alternatively, the bid document can be downloaded from website www.apdcl.gov.in for tender submission purpose.

The bidders using downloaded document will attach with their bids a Demand Draft of ₹ 500.00 (Rupees five hundred only) in favour of CGM (RE) APDCL payable at Guwahati. This amount will be in addition of Earnest Money deposit. Bidders will ensure that the document in full is downloaded and used. The bid without the payment of ₹ 500.00 as above will be rejected outright.

All Bids shall be received and opened in the office of the Chief General Manager (RE), APDCL, Bijulee Bhawan, Paltanbazar, Guwahati-1.
Sale period of Bid document : **From 20/05/13 to 24/05/13 on any working days during office hours.**

Last date and time of submission of Bids : **On 28/05/13 at 1:00 pm**

Date of opening of the Techno-Commercial Bid : **On 29/05/13 at 1:00 pm.**

The Price Bids of the technically qualified bidders shall be opened at a later date which will be intimated accordingly.

The undersigned is not bound to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reason thereof and shall not be responsible for any postal delay whatsoever.

-Sd-
Chief General Manager (RE)
Cum Nodal Officer (Non-conventional E.S)
APDCL, Bijulee Bhawan, Paltanbazar
Guwahati-1.

*Memo NO. ASEB/CGM (RE)/REW/TECH-40/Pt-I/09-10/102*  
*Date: 20/05/2013*

Copy to:-
1. The **P.S. to CMD**, APDCL, Bijulee Bhawan, Paltanbazar, Guwahati-1, for kind information of CMD, APDCL.
2. The **Commissioner & Secretary**, Power (Electricity) Deptt, Govt. of Assam, Dispur, Guwahati-6, for kind information.
3. The **Director (T)**, APDCL, Bijulee Bhawan, Guwahati-1, for favour of information.
4. The **Member (F)**, APDCL, Bijulee Bhawan, Guwahati-1, for favour of information.
6. The **OSD to the C.M.D.**, APDCL, along with a Soft Copy of the Bid Document for display in the official website.
2. **Covering Letter:**

FROM:

(Full name and address of the Applicant firm)

M/s. ______________________________________
____________________________________________
____________________________________________
____________________________________________

To:

The Chief General Manager (RE),
Assam Power Distribution Company Ltd.
Bijulee Bhawan, Paltan Bazar
Guwahati-781001

Subject: - Offer in response to NIT No:________________________________________________

Sir,

We hereby submit our offer in full compliance with terms & conditions of the attached NIT. The application is submitted in sealed envelope marked “Supply, installation, commissioning at site on Turn-key basis and comprehensive maintenance contract (CMC) for 5 (five) years of Solar Photo Voltaic Street Lighting System” under the RVE Programme of MNRE in 30 (thirty) numbers of remote villages in the state of Assam”.

(Signature of Applicant firm)
With Seal
**PARTICULARS OF NIT**

1. **NIT No.** : ASEB/CGM (RE)/REW/TECH-40/Pt-I/09-10/102 date: 20/05/13.

2. **Name of the work** : Supply, installation, commissioning at site on Turn-key basis and comprehensive maintenance contract (CMC) for 5 (five) years of Solar Photo Voltaic Street Lighting System" under the RVE Programme of MNRE in 30 (thirty) numbers of remote villages in the state of Assam.

3. **Number of Systems** : 92 Nos (Street Light Systems).

4. **Period of work** : 02 (Two) months from the award of work

5. **Cost of Application document** : ₹ 500/- in the form of Demand Draft issued by a nationalized bank or its subsidiary banks in favour of CGM (RE) APDCL payable at Guwahati.

6. **Amount of Earnest money deposited** : Earnest Money of ₹ 1,00,000.00 (Rupees One Lakhs) only, is to be deposited along with bids in the form of Demand Draft/ Banker’s Cheque pledged in favour of CHIEF GENERAL MANAGER (RE), APDCL payable at Guwahati.

7. **Date and Time of submission of bid** : 24/05/13 at 1:00 pm.

8. **Date and Time of opening of technical Bid** : 29/05/13 at 1:00pm.

9. **Financial** : The Price Bids shall be opened at a later date.

10. **Place of opening of bid** : O/o, the CGM (RE), APDCL Bijulee Bhawan Paltan Bazar Guwahati.

11. **Name and status of firm/ company to whom bid document is issued** :

12. **Validity of Bid** : 180 days from the date of opening.
(Signature of Applicant firm)
With Seal

SECTION-A

GENERAL TERMS AND CONDITIONS
SECTION-A
GENERAL TERMS & CONDITIONS

1. TERMINOLOGY:

For the purpose of this Bid documents the following terms and abbreviations shall have the meaning against each.

1.1 Applicable Law: - Means the laws and any other instruments having the force of law in India where the work site is located as they may be issued and in force from time to time.

1.2 Department: - Means the Assam Power Distribution Company having its Head Office at Bijulee Bhawan, Paltanbazar, Guwahati-1, Assam, India and includes its legal representative, successor and assign.

1.3 Bidder/Manufacturer: - Means Company/Firm or Person, who submitted the bid.

1.4 Bid document (or Tender document) :- Means the pertinent document issued to the bidder under the dated signature and stamp of an authorized officer of the Deptt., during time period notified in the relevant Tender Notice and which includes Terms of Reference, Instruction to bidders, General Conditions and other required Particulars or the complete bid document downloaded from the websites.

1.5 Chairman cum Managing Director: - Means the Administrative Head of APDCL

1.6 Client: - Means the Chief General Manager (RE), APDCL, Paltanbazar, Guwahati-1.

1.7 Contract:-Means Agreement between APDCL and the bidder together with all the documents annexed thereto or incorporated therein.
1.8 **Contract Document:** - Means and comprises the basis of the contract between the Client and the Bidder for carrying out work in accordance with the terms and conditions and directions contained in the said document. This shall include contractor’s original bid proposal and subsequent correspondences relating to clarification and negotiations, if any, prior to award of the contract.

1.9 **Contractor:** - Means the successful bidder to whom the Letter of Award is issued by the Client.

1.10 **Effective Date:** - Means the date on which the contract is issued.

1.11 **Engineer in Charge/Site Engineer:** - Means the officer holding the charge of departmental post of Deputy General Manager/Asstt. General Manager/Asstt. Manager/Junior Manager in the charge of the assignment.

1.12 **Government:** - Means the Government of India or Government of Assam as applicable.

1.13 **Home Office:** - Means the place where the Bidder has its Principal Office.

1.14 **Letter of Intent:** - Means the letter from the Chief General Manager (RE), conveying his acceptance of the tender subject to such reservations as may have been stated therein.

1.15 (i) **Month:** - Means calendar month.

   (ii) **Week:** - Means seven consecutive days.

   (iii) **Day:** - Means calendar day.

1.16 (i) **Party:** - Means APDCL or the Bidder/contractor, as the case may be.

   (ii) **Personnel:** - Means persons engaged for efficient performance of the service.

1.17 **Retention Money:** - Means all deposits whether Bank Guarantees from Nationalized Bank, amount deducted from interim payments or in any other form pledged to the Board for due performance of the contract and shall adjust in case of compensation or penalties and which may stand either in part of whole as the situation demands.

1.18 **Service:** - Means the duties to be performed by the contractor as specified in the contract.

1.19 (i) **Subcontractor:** - Means any entity other than Bidder to which the bidder sublets any part of the Services in accordance with the provisions.
(ii) **Third Party:** - Means any person or entity other than Government, the APDCL, the bidder or an associate.

**1.20 Terms of Reference:** - Means the schedule of duties to be executed.

**1.21 Urgent Works:** - Means by any urgent measures, which in opinion of the Engineer-in-charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of demand to the site reality, or required to accelerate the progress of work of which become necessary for security for any other reason the Engineering-in-charge may deem expedient.

**1.22 Work Site:** - Means the locations where the Solar Photo Voltaic Street Lighting will be installed.

2. **SETTING UP OF LOCAL ESTABLISHMENT:**
   The contractor shall have to set up an establishment at Guwahati for effective and satisfactory implementation of the contract including CMC obligation.

3. **STANDARD OF PERFORMANCE:**
   The Contractor shall perform the services and carry out their obligation hereunder with due diligence, efficiency and economy in accordance with generally accepted techniques and practices used in the manufacturer industry and with professional engineering standard and shall observe sound management, technical and engineering practices.

4. **APPLICABLE LAW:**
   a) The contractor shall perform the services in accordance with Applicable Law and shall take all practicable steps to ensure that any Sub-contractor, as well as, the personnel and agents of the Bidder, comply with Applicable Law.
   b) The contract shall be constructed and interpreted in accordance with the laws of Govt. of India and Govt. of Assam, as applicable.
   c) In respect of all matters or actions arising out of the contract and which may arise at any time, the Court at Guwahati, Assam shall have exclusive jurisdiction.

5. **STANDARDS:**
The goods supplied under the contract shall conform to the standards mentioned in the TOR.

6. **LANGUAGE:**

All documents pertaining to the contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings and any other writing shall be in English language unless otherwise specified. The Metric system of measurement shall be used exclusively in the contract.

7. **CONFLICT OF INTEREST:**

Neither the contractor nor its Associates shall engage themselves either directly or indirectly in any business or professional activities elsewhere which shall be conflicting to the services assigned to them under this contract.

8. **COMMENCEMENT OF SERVICES AND SIGNING OF AGREEMENT:**

The successful bidder shall have to sign the Agreement within 15 (fifteen) days of the date of issue of the Letter of Award.

9. **TIME OF COMPLETION:**

*The time of completion of the supply, installation and commissioning of the complete system is 3(three) months from the date of issue of Work order.*

10. **SUBLETTING OF CONTRACT:**

The contractor shall not engage any sub-contractor(s), either for the whole assignment or a part of it. However, local Associates may be engaged to help during installation, commissioning and CMC periods.

11. **LIQUIDATED DAMAGES FOR DELAY:**

If for reasons attributable to the contractor and subject to Force Majeure, the services are not completed within the time of completion, APDCL shall recover liquidated damage @ 1/2 % (half percent) of the total value of the incomplete works per fortnight delay subject to maximum of 10% (ten percent) of the total value of the incomplete works.

The amount of liquidated damage shall be adjusted/deducted from any sum payable to the contractor under this contract or any other contract with APDCL.

12. **FORCE MAJEURE:**
Normally Force Majeure shall cover only act of God, fire work, strikes and riots. Any constraints other than those specified above will not constitute Force Majeure condition. In view of other constraints beyond the control of the contractor primarily due to statutory compulsion, extension of time of completion may also be considered on individual merit of the case. In case of Force Majeure condition the contractor shall notify the client of the occurrence of such conditions within 10(ten) days from the beginning of such delay in writing for consideration and acceptance.

A party affected by an event of Force Majeure shall take all reasonable measures to improve such party’s ability to fulfil its obligations hereunder with minimum of delay. The parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.

13. **EXPIRY OF CONTRACT:**
   
   Unless terminated earlier pursuant to Clause 17 hereof, the contract shall expire when services have been completed and payments as per the terms of payment have been made.

14. **MODIFICATION OF TERMS AND CONDITIONS:**

   Any modification of the terms and conditions of the contract including that of scope of services, as may be required in the greater interest of the works, may only be made after mutual written agreement between the parties.

15. **SUSPENSION OF WORK AND PAYMENT:**

   APDCL may, by written notice to the Contractor, suspend all payments to the contractor hereunder, if the contractor fails to perform any of its obligations under this contract including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the contractor to remedy such failure within a period not exceeding 30 (thirty) days after receipt by the contractor of such notice of suspension.

16. **ENFORCEMENT OF TERMS:**

   The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights
or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

17. **TERMINATION:**

(A) **BY APDCL**

APDCL may, by not less than 30 (thirty) days written notice to the Contractor, such notices to be given after the occurrence of any of the events specified in paragraph (a) through (e) of this clause, terminate this contract.

a) If the Contractor fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension, within 30 (thirty) days of receipt of such notice of suspension or within such further period as APDCL may have subsequently approved in writing.
b) If the Contractor fails to comply with any final decision reached as a result of Arbitration proceedings.
c) If the Contractor submits to APDCL any statement which has a material effect on the right, obligations or interests of APDCL and turns out to be false.
d) If, as the result of Force Majeure, work as a whole cannot be performed for a continuous period of not less than ninety (90) days or
e) If APDCL, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

(B) **BY THE CONTRACTOR**

The Contractor may by not less than thirty (30) days written notice to APDCL such notice to be given after the occurrence of any of the event specified in Para (a) to (d) of this clause terminate this contract.

a) If APDCL fails to pay any money due to the Contractor within one hundred twenty (120) days after receiving written notice from the contractor that such payment is overdue.
b) If APDCL is in material breach of its obligations pursuant to the contract and does not remedy the same within ninety (90) days (or such longer period) as the contractor may have subsequently agreed in writing following the receipt by APDCL of the Contractor’s notice specifying breach.
c) If, as the result of Force Majeure, work as a whole cannot be performed for a period of not less than one hundred eighty (180) days.

d) If APDCL, fails to comply with any final decision reached as a result of Arbitration.

(C) PAYMENT ON TERMINATION

On termination of the contract in pursuance to clause 17(A) and 17(B) hereof, APDCL shall make payments to the contractor, as per the payment terms of the contract, for the satisfactory services/ works performed prior to the date of termination.

18. BREACH OF CONTRACT:

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of or default under this contract in so far as such inability arises from an event of Force Majeure provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures with the objective of carrying out terms and conditions of this contract.

19. SETTLEMENT OF DISPUTES:

No dispute or difference arising between the bidder and APDCL under or relating to or in connection with the contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably & mutually.

Any dispute or difference which may arise between the parties or out of or in connection with this contract which the parties are unable to settle amicably, shall be settled by reference to arbitration as per Arbitration and Conciliation Act; 1996. The venue of Arbitration proceedings shall be in Guwahati, Assam.

19.1 Each party shall bear its own expenses with respect to any arbitration. The cost of the arbitration shall be borne in such manner as may be specified in the award of the arbitration. The final award by a majority of the arbitrators rendered in writing shall be binding upon the parties.

19.2 The language of the Arbitration proceedings and of all documents and communications between the parties shall be in English.
19.3 Notwithstanding anything to the contrary contained herein the work under the contract shall continue during the tendency of any disputes or differences in arbitration proceeding except to the extent which is in dispute and APDCL shall be entitled to make recoveries of amounts, if any due from the bidder as per the provision of the contract.

20. **TRANSPORT AND STORAGE INSURANCE:**

**INSURANCE**

1. The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation; natural calamities shall be included in the bid price.

2. All the equipment and materials including spares, if any, being supplied by you shall be kept completely insured by you at your cost from the time of dispatch from your works up to the completion of installation & commissioning at site and taking over by beneficiary in accordance with the Bidding Documents.

3. It will be your responsibility to lodge, pursue and settle all claims with the Insurance Company for all equipment / materials in case of any damage, loss, theft, pilferage or fire during execution of Contract and APDCL shall be kept informed about it. You shall be responsible for the replacement of the lost / damaged materials promptly irrespective of the settlement of the claims by the underwriters and you shall ensure that the work progress is as per the agreed schedule. The losses, if any, in such replacement shall be to your account.

4. The insurance covers to be taken by you shall be in the joint name of APDCL and you. You shall, however, be authorized to deal directly with insurance company (ies) and shall be responsible in regard to maintenance of all insurance covers.

21. **SECURITY DEPOSIT:**
The contractor shall have to furnish **security deposit equivalent to 10% of the total award value before signing of Agreement.** The security deposit will be in the form of Bank Guarantee pledged in favour of **CHIEF GENERAL MANAGER (RE), APDCL payable at Guwahati.**

The security deposit will be released after successful and satisfactory completion of installation and commissioning of the full ordered systems.

22. **CORRESPONDENCE DURING TENDER EVALUATION.**

During tender evaluation process, no correspondences, unless and until specifically called for by the Client, shall be made by the bidder.

Any such correspondence or any effort by a bidder to influence the Client/APDCL or any sort of canvassing during evaluation and finalisation of tenders for award of contract may be sufficient reason for rejection of its bids.

23. **SERVICE TAX REGISTRATION:**

The contractor shall have to register in the Service Tax department and shall have to furnish the Service Tax Registration Number to APDCL at the time of signing the Contract Agreement.

24. **PAYMENT TERMS:**

As the contracts shall be on Turn-key basis, the following payment terms shall be applicable. Any quoted deviation from payment terms specified herein under shall not be accepted.

(i) **75% (seventy five percent) of the value of completed works in respect of Street Lighting Systems, including supply, installation and commissioning, shall be paid against progressive bills on receipt of Installation Completion Certificates** from the Deputy Commissioners of the Districts concerned and against submission of bills and **subjected to release of fund by MNRE and State Govt.**

The following documents shall have to be attached with the bills over and above the **Installation Completion Certificates from the Deputy Commissioners.**

   a) **Installation and Commissioning certificate** from each individual beneficiary signed by **individual beneficiary, President/Secretary of Village Energy Committee and countersigned by**
President/Secretary of Gaon Panchayats or Sarkari Gaon Burah in a mutually agreed format.
b) Service Tax Registration Number.
c) Warranty Card for different components of the systems.

Each progressive bill shall be for a minimum quantity of 500 systems/sets and the numbers of progressive bills/payments shall be limited to 4(four).

(ii) Balance **25% (twenty five percent)** of the value of the completed works including supply, installation and commissioning shall be paid against submission of Performance Bank Guarantee for an amount equivalent to **10% of the contract value** (excluding CMC amount), **valid for 12 months** from the date of commissioning of the last system / set. (BG proforma enclosed at SECTION-F) and subject to satisfactory field inspection reports and **subjected to release of fund by MNRE and State Govt.**

(iii) The payment for 5-year CMC shall be released in 5 (five) annual instalments, as mentioned below, against receipt of satisfactory performance reports of the systems from the VECs, duly certified / countersigned by the President / Secretary of Gaon Panchayats or Sarkari Gaon Burah and subject to submission of following documents with claims and **release of fund by MNRE and State Govt.**

   a) Systems Maintenance Log Book.

   b) Receipt of satisfactory performance reports of the systems from the VECs, duly certified / countersigned by the President / Secretary of Gaon Panchayats or Sarkari Gaon Burah.

(A) **1st Year:** 10% of the total amount of CMC

(B) **2nd Year:** 15% of the total amount of CMC

(C) **3rd Year:** 20% of the total amount of CMC

(D) **4th Year:** 25% of the total amount of CMC

(E) **5th Year:** 30% of the total amount of CMC

25. REVIEW MEETING.
The contractor may be required to arrange two-tier review meeting, one at Board’s Head Quarter at Management level and other at Project Site. The contractor shall make available competent persons in the review meeting. The object of review meeting is to identify shortcomings, lacuna and hold ups during execution of works, co-ordination amongst different agencies and suggest remedial measures in the work schedule, the target commissioning date etc.

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SECTION-B
INSTRUCTIONS TO BIDDERS
SECTION-B
INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS

APDCL / client will receive bids in respect of equipments to be supplied and erected as set forth in the specifications. All bids shall be prepared and submitted in accordance with these instructions.

2. QUALIFYING REQUIREMENTS OF BIDDERS

2.1 This bidding is open to:

a) Any manufacturer of Solar Photo Voltaic Home Lighting System approved by Ministry of New & Renewable Energy (MNRE), whose products are duly tested during 2011-12 or afterwards in any laboratory approved / authorized by the MNRE.

b) Has adequate plant and manufacturing capacity available to perform the works properly and expeditiously within the schedule completion period.

c) Has adequate field services organization to provide the necessary installation, commissioning and CMC services required as per these specifications.

d) Has established quality assurance system and organization designed to achieve high levels of equipment reliability, both during manufacturing and field installation activities.

2.2 The above qualifying requirements are minimum and APDCL / client reserves the right to request for any clarification on submitted information and also reserves the right to reject the proposal of any bidder if in the opinion of APDCL/client the
qualification data furnished is incomplete and the bidder is found not qualified to satisfactorily perform the contract.

3. ADDITIONAL INFORMATION

In the event that the bidders desire additional information, the department shall endeavour to provide such information, if available. In case the firm proposes to visit the Company's Office for collecting the information, the intention shall be intimated by FAX and the date will be finalized according to mutual convenience. The invited firm shall bear all costs associated with the preparation and submission of proposal, site visit, collection of information and if selected, attendance at contract negotiations.

4. VISIT TO PROPOSED VILLAGES

The intending bidders may visit the project sites to fully acquaint themselves with the Local atmosphere. Bidders should contact the Chief General Manager (RE), APDCL, Bijulee Bhawan, Paltanbazar, Guwahati-781001, Assam for assistance in arranging such visit, at least 7 days before the date of proposed visit. Bidders should be fully responsible for any dispute/complications arising later due to their failure to visit project sites and/or lack of knowledge of the ground realities.

The group wise list of villages is enclosed at SECTION-C (TOR).

5. SUBMISSION OF BIDS

5.1. The bids (both Techno-commercial and Price bids) shall be submitted separately for each group in duly sealed envelopes.

5.2. The proposals shall be submitted in two sets, one Original and one Duplicate. If there are discrepancies between the Original and the Duplicate copies, the data / information as per the Original shall prevail and be considered.

5.3. The Techno-commercial Bids and Price Bids are to be submitted in separate sealed envelopes for each Group.

5.4. The following should be clearly indicated on the body of the sealed envelopes:
   i) N.I.T. No.
   ii) Whether Techno-Commercial Bid or Price Bid.
   iii) Name of the bidder.
5.5 The Earnest Money, in prescribed form and for requisite amount, should be submitted in a separate sealed envelope outside the main sealed envelope containing the bids.

If Earnest Money is not furnished as per above instruction, the bids will not be considered for opening vis-a-vis evaluation.

5.6 All over writings, interlineations, corrections in the bids should be duly signed by the authorized signatory of the bidder, who signed the bid proposals. Any unsigned over writings, interlineations, corrections in the bid proposals as above may lead to rejection of the bids.

5.7 All pages of both Techno-commercial and Price bid, in both Original and Duplicate copies of bids, shall be signed by the authorized signatory of the bidder.

6. PREPARATION OF BIDS

6.1. The proposal(s) should be submitted along with a covering letter signed by the authorized signatory of the bidder.

6.2. The proposal as well as all documents attached thereto should be in English. If any document in any language other than English is submitted, then English version of same should also be attached for easy understanding.

6.3. The Techno-commercial bids should contain the following minimum documents and information:-

i) A **brief description** of the organization of the bidder.

ii) **Details of Local Associates**, if any, during implementation and CMC periods.

iii) Copies of documents in respect of the **Constitution or Legal status**, place of Registration, principal place of business of the bidder.

iv) **Certificate of Authorization** for the signatory of the bid as well for signing of Contract Agreement. (In case of successful bidders, the Authorization along with signature verification of payment receiver also shall be required).

v) Copies of duly **C.A. audited Annual Turn-Over Statement, Balance Sheets** along with **Profit and Loss Accounts** for last 3 (Three) Years. Reasons for non-submission of same for any year should be clearly
intimated in the bid. The average turn-over for the last three FY should **not be less than Rs. 1500.00 lakhs.**

vi) Detailed write- up as to how the bidder proposes to implement the different components of the work package viz.
(a) Supply and storage at site including safety of stored materials.
(b) Installation methodology including maintenance of Records.
(c) Training of maintenance groups at each village for post CMC period.
(Maintenance groups to be formed at each village or combining three or four adjacent villages in consultation with the respective VECs i.e. Village Energy Committees).
(d) Methodology and ways and means for proposed CMC.
(e) A work plan, preferably in the form of BAR CHART, for completion of Supply, Installation and Commissioning within the stipulated completion schedule. Logistic supports required to be provided by the Client, in addition to those indicated in **Section-D** of the bid document.
(vii) **Complete technical details** of all components of the equipments offered viz Solar Module, Charge Controller, Battery, CFLs including names of manufacturers against each component.
(viii) **Valid and duly attested Test Reports** as per requirement as brought out under **Clause-2.1(a)** above, for each component.
(ix) Details of similar contracts executed during last 3-4 years indicating the contract references and contract Performance Certificate from a few clients.
(x) Details of the installed manufacturing capacity and present commitments. (Excluding the works under this specification).
(xi) Details of **Quality Assurance Plan.**
(xii) The following schedules dully filled up as per formats in **Section-F.**

a) Schedule-1

b) Schedule-2

6.4 **The Price bids shall be furnished as per following instructions:**

i) The price proposals shall be submitted as per the schedules at **SECTION-G.**

ii) Per year per set break up of CMC rates are to be quoted.

7. **POWER POINT PRESENTATION:**
During the process of evaluation, if department feels necessary, the bidders may have to make a Power Point Presentation in support of their submission.

8. **ALLOCATION OF WORK:**

   APDCL shall have the right to award contracts in the following proportion of the total quantity or in overall basis to the L₁, L₂ and L₃ bidder subject to the condition that the L₂ and L₃ bidder accepts the L₁ rate.
   
   (i) **L₁ bidder = 50% of total quantity.**
   (ii) **L₂ bidder = 30% of total quantity.**
   (iii) **L₃ bidder = 20% of total quantity.**

9. **PROPOSAL EVALUATION:**

9.1 From the time of proposal are opened to the time of contract is awarded, the bidders should not contact the client on any matter related to its Technical and / or Financial Proposals. Any effort by a bidder to influence the client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the bidder's proposal.

**Evaluation of Technical Proposals:**

9.2 The Selection Committee of the client shall evaluate the proposals received.

9.3 The Committee shall evaluate and rank the Technical Proposals on the basis of Proposal's responsiveness to the TOR and other submissions using the evaluation criteria and points system specified in the Evaluation Sheet. Each Techno-commercial will receive a technical score. A proposal shall be rejected, if it does not fulfill client's requirements.

9.4 A Techno-commercial Proposal may not be considered for evaluation in any of the following cases:

   (i) The Techno-commercial Proposal includes details of costs of the system, or
   (ii) The Techno-commercial Proposal reached the client after the submission closing time and date specified.
9.5 Financial Proposals of bidders, who are found Techno-commercially viable only, shall be opened. The client shall simultaneously notify the qualified bidders in writing, indicating the date, time and location for opening of Financial Proposals.

Evaluation of Financial Bids.

9.6 Each bid will be attributed a financial score. The cost quoted by the lowest financial proposal \((F_L)\) will be given a financial score of 100 points. The financial score \(F_S\) of any other bidder with a quoted cost \(F\) will be computed proportionately as follows:

\[
F_S = \frac{F_L}{F} \times 100, \text{ (} F_L \text{ & } F \text{ are in Rupees)}
\]

FINAL EVALUATION OF BIDS.

9.7 The overall superiority of the bids will be ranked by giving 60% weight age to the Techno-commercial Proposals and 40% weight age to the Financial Proposals. The final scores will be computed as follows.

\[
S = 0.6T_S + 0.4F_S
\]

Where, \(S = \) Final Score of the bid.

\(T_S = \) Technical Score of the bid.

\(F_S = \) Financial Score of the bid.

Example.

Let there be 4 (four) bids and their Technical Score & Financial offer are as given in the following table.

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Technical score (T_S)</th>
<th>Financial offer (F) Rs. in Lakhs</th>
<th>Financial score (F_S)</th>
<th>Total score (S = 0.6T_S + 0.4F_S)</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>82</td>
<td>7.0</td>
<td>92.86</td>
<td>86.34</td>
<td>I</td>
</tr>
<tr>
<td>2.</td>
<td>68</td>
<td>7.0</td>
<td>92.86</td>
<td>77.94</td>
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<tr>
<td>3.</td>
<td>90</td>
<td>10.0</td>
<td>65.0</td>
<td>80.00</td>
<td>II</td>
</tr>
<tr>
<td>4.</td>
<td>60</td>
<td>6.5</td>
<td>100.00</td>
<td>76.00</td>
<td>IV</td>
</tr>
</tbody>
</table>
Based on the above, the bidder’s rankings may be considered for award of the contract.

10 **EARNEST MONEY:**

Earnest Money of ₹ 1,00,000.00 (Rupees One Lakhs) only, valid for 180 days from the date of opening of Techno-commercial bids, is to be deposited along with bids in the form of Demand Draft/ Banker’s Cheque pledged in favour of Chief General Manager (RE), APDCL payable at Guwahati. Earnest Money of unsuccessful bidders shall be returned after finalization of tender. Earnest Money of successful bidder(s) shall be released after submission of Security Deposit(s).

**ASSAM STATE ELECTRICITY BOARD**

(CONFIDENTIAL)

**SUMMARY EVALUATION SHEET FOR FULL TECHNICAL PROPOSALS**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>EVALUATION CRITERIA</th>
<th>Total Marks</th>
<th>Scored by Bidder-I</th>
<th>Scored by Bidder-II</th>
<th>Scored by Bidder-III</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Experience in similar project in North East Region @ 4 pts. per project</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td>Experience in similar project outside N.E. Region @ 2 pts. per project</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>Understanding of objectives</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Quality of methodology for implementation of the project</td>
<td>10</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5.</td>
<td>Innovativeness/comments on TOR</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Work program</td>
<td>3</td>
<td></td>
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<tr>
<td>C</td>
<td>Organizational Set up</td>
<td>10</td>
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<td></td>
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</tr>
<tr>
<td>D</td>
<td>Personnel schedule for deployment in the project work.</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>A. Administrative/Manufacturing level</td>
<td>5</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>B. Installation level</td>
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<td></td>
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<tr>
<td></td>
<td>C. CMC period</td>
<td>10</td>
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<td></td>
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</tr>
<tr>
<td>E</td>
<td>Other submission</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>A. Legal status, place of Registration,</td>
<td>12</td>
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<tr>
<td>Principal place of business.</td>
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<tr>
<td>-----------------------------</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>B. Balance sheet and P&amp;L Account</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>C. Complete Technical details</td>
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<td></td>
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<tr>
<td>D. Test Report.</td>
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<td></td>
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<tr>
<td>E. Installed manufacturing capacity and present commitments</td>
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<td></td>
<td></td>
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<tr>
<td>F. Quality Assurance Plan.</td>
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</tbody>
</table>

| TOTAL | 100 |

RANKING

Evaluation done by:

***

SECTION-C

TERMS OF REFERENCE
### SECTION – C
**TERMS OF REFERENCE**

1. **INFORMATION OF THE INSTALLATION SITES**
The detailed lists of villages along with the systems proposed are given below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Village</th>
<th>C.C No. (As per 2001)</th>
<th>District</th>
<th>Block</th>
<th>No. of SLS</th>
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<tbody>
<tr>
<td>1</td>
<td>Rabinala Khuti</td>
<td>2361600</td>
<td>N.C Hills</td>
<td>Harangajaw</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Thagpui (Tongpui)</td>
<td>2367400</td>
<td>N.C Hills</td>
<td>Harangajaw</td>
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<tr>
<td>3</td>
<td>Kalima Bong</td>
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<td>N.C Hills</td>
<td>Harangajaw</td>
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<tr>
<td>4</td>
<td>Bungkung</td>
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<td>N.C Hills</td>
<td>Harangajaw</td>
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<tr>
<td>5</td>
<td>Langlaihasnu</td>
<td>2335200</td>
<td>N.C Hills</td>
<td>Diyungbra</td>
<td>4</td>
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<tr>
<td>6</td>
<td>Paija</td>
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<tr>
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<td>Thaimodoling</td>
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<td>N.C Hills</td>
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<td>11</td>
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<td>12</td>
<td>Mither Disa</td>
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<td>13</td>
<td>Maidayunghdi</td>
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<td>Loskar (Buljoui)</td>
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<td>Diyungbra</td>
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<tr>
<td>Sl. No.</td>
<td>Village</td>
<td>Total Numbers of Villages</td>
<td>Covering Districts</td>
<td>Total Street lighting Systems</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>---------</td>
<td>---------------------------</td>
<td>--------------------</td>
<td>------------------------------</td>
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<td>19</td>
<td>Donlou</td>
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<td>N.C Hills</td>
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<tr>
<td>21</td>
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<td>22</td>
<td>Jatia Basti (Junjle Basti)</td>
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<td>23</td>
<td>Jembra</td>
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<td>24</td>
<td>Lamsarkhat</td>
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<td>Diyungbra</td>
<td>2</td>
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<td>25</td>
<td>Aklee Basti (Aklu Basti)</td>
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<td>Diyungbra</td>
<td>3</td>
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<tr>
<td>26</td>
<td>Old Vaitang</td>
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<td>Harangajaw</td>
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<td>27</td>
<td>Grendingpur</td>
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<td>N.C Hills</td>
<td>Diamongvalley</td>
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<tr>
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<td>Diyungbra</td>
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<td>29</td>
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<td>N.C Hills</td>
<td>Diyungbra</td>
<td>2</td>
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<tr>
<td>30</td>
<td>Salmara Pathar</td>
<td>453400</td>
<td>Barpeta</td>
<td>Gamafulbari</td>
<td>10</td>
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</table>

**Abstract Summary:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Total Numbers of Villages</th>
<th>Covering Districts</th>
<th>Total Street lighting Systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>29</td>
<td>N.C. Hill</td>
<td>82</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>Barpeta</td>
<td>10</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>30</strong></td>
<td></td>
<td><strong>92</strong></td>
</tr>
</tbody>
</table>

**2. OBJECTIVE:**

The objective of the work is to provide electrification to the people residing at the very remote area of the State, where APDCL existing electricity grid net work cannot be extended, as it is neither possible nor cost effective, through Renewable Sources of Energy as per Central Govt. policy under the Remote Village Electrification programme of the Ministry of New and Renewable Energy (MNRE), Govt. of India.

**4. SPECIFICATIONS FOR SOLAR PHOTO VOLTAIC SYSTEMS**

**SOLAR STREET LIGHTING SYSTEMS**

**DEFINITION:**
A stand alone solar Photo Voltaic Street Lighting system comprises a compact fluorescent lamp, lead acid battery, PV modules, control electronics, inter-connecting wires/cables, module mounting hardware, battery box, operation, instruction and maintenance manual.

**DUTY CYCLE:**
The system should be designed to automatically switch ON at disk, operate throughout the night and automatically switch OFF at the down, under average daily insulation of 5 KWH / sqm on a horizontal surface.

**LAMPS:**
1. The lamps will be of compact fluorescent (CFL) type, either 4-pin or 2 pin type, with a rating of 11W. For the 4-pin type CFL, adequate pre-heating circuit must be provided.
2. The light output from the lamps should be around 900+/-5% lumens.
3. The lamps should be housed in a weather proof assembly suitable for outdoor use, with a reflector on its back. While fixing the assembly, the lamp should be held in a base up configuration.

**BATTERY:**
1. Flooded electrolyte type, positive tubular plate, low maintenance lead acid battery.
2. The battery will have a minimum rating of 12V, 75Ah at C/10 discharge rate.
3. 75% of the rated capacity of the battery should be between fully charged and load out off conditions.

**ELECTRONICS:**
1. The inverter should be of quasi sine wave / sine wave type, with frequency in a range of 20-35 KHz. Half-wave operation is not acceptable.
2. The total electronic efficiency should be at least 80%
3. No blackening or reduction in the lumen output by more than 10% should be observed after 1000 ON/OFF cycles (two minutes ON followed by four minutes OFF is one cycle).
iv) The idle current consumption should not be more than 10 mA.

v) Electronics should operate at 12v and should have temperature compensation for proper charging of the battery though out the year.

vi) Necessary lengths of wires/cables and fuses should be provided.

vii) The PV module will be used to sense the ambient light level for switching ON and OFF the lamp.

**PV MODULE:**

i) The PV module(s) shall contain mono-crystalline silicon solar cells.

ii) The power output of the module(s) under STC should be a minimum of 74W. Either two modules of minimum 37W output each or one module of 74W output should be used.

iii) The operating voltage corresponding to the power output mentioned above should be 16.4 Volts.

iv) The open circuit voltage of the PV module under STC should be at least 21.0 Volts.

v) The terminal box on the module should have a provision for replacing the cable, if required.

vi) A strip containing the following details should be laminated inside the module so as to be clearly visible from the front side:

   a) Name of the Manufacturer or distinctive Logo
   b) Model or Type No.
   c) Serial No.
   d) Year of make.

**ELECTRONIC PROTECTIONS:**

i) Adequate protection is to be incorporated under no load conditions, e.g. when the lamps are removed and the system is switched ON.
ii) The system should have protection against battery overcharge and deep discharge conditions. iii) Fuses should be provided to protect against short circuit conditions.

iv) A blocking diode, should be provided as part of the electronics, to prevent reverse flow of current through the PV module(s). No blocking diode should be provided with the solar module.

v) Full protection against open circuit, accidental short circuit and reverse polarity should be provided.

**MECHANICAL HARDWARE:**

i) Metallic frame structure (with corrosion resistance paint) to be fixed on the pole to hold the SPV module(s). The frame structure should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that the module(s) can be oriented at the specified tilt angle.

ii) The pole should be made of mild steel pipe with a height of 4 meters above the ground level, after grouting and final installation. The pole should have the provision to hold the weatherproof lamp housing. It should be painted with a corrosion resistant paint.

iii) A vented, acid proof and corrosion resistant painted metallic box for outdoor use should be provided for housing the battery.

**OTHER FEATURES:**

i) The system should provide two LED indicators: a green light to indicate charging in progress, a red LED to indicate deep discharge condition of the battery. The green LED should glow only when the battery is actually being charged.

ii) There will be a Name Plate on the system which will give the following:

   a. Name of the Manufacturer and “APDCL” Logo.

   b. Serial number

iii) Components and parts used in the solar street lighting systems shall conform to the latest BIS specification, wherever such specification are available and applicable.
iv) The PV Module(s) will be warranted for a minimum period of ten years from the date of supply of Street Lighting system, the battery will be warranted for a period of five years from the date of supply.

The warranty card will be supplied with the system must contain the detail of the system supplied, as given in the Appendix B. The manufactures can also provide additional information about the system and conditions of warranty as necessary.

v) An Operation, Instruction and Maintenance Manual, in English and the local language should be provided with the solar street lighting system.

The following minimum details must be provided in the Manual:

a) About photovoltaic.
b) About solar street lighting system- its components and expected performance.
c) About PV module.
d) About CFL.
e) About battery.
f) Clear instruction about erection of pole and mounting of PV module and lamp housing assembly on the pole.
g) About electronics
h) About charging and significance of indicators.
i) DO’s and DON’ts.
j) Clear instructions on regular maintenance and trouble shooting of the solar street lighting system.
k) Name and address of the contact person in case of non-functionality of the solar street lighting system.

vi) A Maintenance Log Book with following minimum information / data is to be maintained. This Log Book should be available with President/Secretary Village Energy Committee.
MAINTENANCE LOG BOOK OF SOLAR PHOTO VOLTAIC STREET LIGHTING SYSTEMS

a) Name of Village
b) Module No
c) Battery No
d) Controller No
e) Luminaries No
f) Date of Inspection
g) Any defect found
h) Rectification made
i) Signature of President/Secretary Village Energy Committee.
j) Signature of Contractor.

Appendix-B

FORMAT FOR WARRANTY CARD TO BE SUPPLIED WITH EACH SOLAR STREET LIGHTING SYSTEM

1. Name & Address of the Manufacture/Supplier of the system
2. Name & Address of the Purchasing Agency
3. Date of supply of the system
4. Details of PV module(s) supplied in the system
   Make (Name of the Manufacturer)
   Model
   Serial No(s)
   Wattage of the PV Module(s) under STC
   Warranty valid up to
5. Details of Battery
   Make (Name of the Manufacturer)
   Model
   Batch/Serial No(s)
   Rated V & AH capacity at C/20 or C/10 rate at 20 C
   Warranty valid up to
6. Details of Electronics & other BOS items
   Make (Name of the Manufacturer)
   Model
   Serial No(s)
Warranty valid up to

7. Designation & Address of the person to be
   Contacted for claiming Warranty obligations

Place & Date: (Signature):
Name & Designation:
Name & Address of the Manufacturer / Supplier
(SEAL)

(During the warranty period MNRE / Implementing Agency / Users reserve right to
cross check the performance of the systems with the minimum performance levels specified
in the MNRE specifications).

SECTION – D
CONTRACT AGREEMENT FORMAT
SECTION – D

CONTRACT AGREEMENT FORMAT

This contract (hereinafter, together with all attachment annexed hereto and forming its integral part thereof, call the Contract) is made on the ------- day of the month of ----------------- ’2013, between, Assam Power Distribution Company Ltd., constituted in pursuance of Section – 5 of Electricity (Supply) Act, 1948 and now authorized by the Govt. of Assam to undertake schemes concerning electricity sector in the State vide transfer scheme No. PEL.151/2003/pt/165 dtd. 10th December’ 2004 and having its head quarter at Bijulee Bhawan, Paltanbazar, Guwahati-781001 and represented by the Chief General Manager (RE), having his office at Bijulee Bhawan, Paltanbazar, Guwahati-781001 (hereinafter referred to as APDCL which expression shall unless repugnant to the of meaning thereof includes its successors and assigns ) of the one part and -----------------------------------, a Company registered under the Laws of ------------------------ ------------------------- and having its registered office at -------------------------- (hereinafter called the contractor which expression shall unless repugnant to the context of meaning thereof includes its successors and assigns) of the other part.
WHEREAS

(A) APDCL has placed work order for supply, installation, commissioning and comprehensive maintenance contract for 5 years of the Solar Photo Voltaic Home Lighting systems and Solar Photo Voltaic Street Lighting systems and provide other services as covered in this contract vide work order -------------------------------

(B) The contractor has accepted the work order as set forth abovevide reference No. --------------------------------------------- dtd. ------------------.

(C) The APDCL and the contractor shall jointly be termed as “Parties”

(D) The contractor, having represented to APDCL that they have the required professional skill, personnel and technical resource have agreed to provide the services on the terms and conditions set forth in this contract.

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND COVENANT AS FOLLOWS:

1. The parties hereto hereby covenant, bind and undertake to observe and perform this contract faithfully for the work of “Supply, Installation, Commissioning at site and Comprehensive Maintenance Contract (CMC) for 5 (five) years of complete Solar Photo Voltaic Street Lighting Systems (----- Nos) in ---- Nos. of un-electrified remote census villages in the State of Assam” and execute, perform and do all works and things mentioned and described in the contract and in all other documents annexed hereto and in accordance with such conditions, specifications and terms and conditions forming part of this contract to the entire satisfaction of APDCL and shall respect, perform, observe and fulfill all such terms, conditions and specifications which are expressed or intended to be performed, observed or fulfilled by the contractor.

2. The following documents, which are deemed to be integral part of this contract as in herein, set out verbatim and / or is hereto annexed, shall be binding on the parties.
(i) : General Terms and Conditions.
(ii) : Contractor's Compliance Certificate to the various sections of the NIT.
(iii) : Offered Prices.
(iv) : Negotiation record, if any.
(v) : Copy of Letter of Intent No. -------------------------- and acceptance.
(vi) : Copy of Work Order No. -------------------------- And acceptance.

3. **Security Deposit**: The contractor has deposited a security amount to the tune of ------------------------ by -------------------------- The security deposit will be released after successful and satisfactory completion of installation and commissioning of the full ordered systems.

4. The payment is made subject to release of fund by MNRE and State Govt

5. The parties hereto hereby agree and declare that in consideration of the payments to be made by APDCL, the contractor shall execute the work as defined in the contract in the manner and as prescribed in this contract or which are implied or may be necessary for the completion of the said work or incidental thereto on the terms and conditions mentioned in the contract.

In witness whereof the parties hereto have signed this agreement hereunder on the date respectively mentioned against signature of each.

FOR AND ON BEHALF OF
SUPPLIER / MANUFACTURER / CONTRACTOR

FOR AND ON BEHALF OF
ASSAM STATE ELECTRICITY BOARD

PLACE:

DATE:
WITNESS:

1. 

2. 

***

**SECTION-E**

**BANK GUARANTEE FORMAT**
SECTION-E

BANK GUARANTEE FORMAT

PROFORMA OF BANK GUARANTEE

FOR
SECURITY DEPOSIT

(To be stamped in accordance with Stamp Act)
[The non-judicial stamp paper should be in the name of issuing Bank]

Ref. ...................... Bank Guarantee No. ......................

Date ........................................

To

The Chief General Manager (RE)
Cum Nodal Officer
(Non-conventional Energy Sources)
APDCL, Bijulee Bhawan, Paltanbazar, Guwahati – 1.

Dear Sir,

In consideration of ................ (Hereinafter referred to as ‘APDCL’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..................... with its Registered/Head office at ........................................... (Hereinafter referred to as
the “Contractor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of APDCL’s Work Order No.................... dated........................... and the same having been acknowledged by the Contractor, resulting in a Contract, valued at.....................for...................................................(scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (ten per cent) of the said value of the Contract to APDCL.

We........................................................................................................................................................................

(Name & Address)

having its Head Office at...................................................(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the APDCL on demand any and all monies payable by the Contractor to the extent of .................................................................as aforesaid at any time up to 1 year (one year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by APDCL on the Bank shall be conclusive and binding notwithstanding any difference between the APDCL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the APDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the APDCL discharges this guarantee.

The APDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The APDCL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract
between the APDCL and the Contractor or any other course or remedy or security available to the APDCL. The Bank shall not be released of its obligations under these presents by any exercise by the APDCL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the APDCL or any other indulgences shown by the APDCL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the APDCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the APDCL may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinafore, our liability under this guarantee is restricted to ......................... and it shall remaining force up to and including .................. and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/S ------------------------------------ on whose behalf this guarantee has been given.

Dated this ------------------ day of ---------------- 2010---------------- at---------------------

WITNESS

........................................ (Signature) ........................................ (Signature)

........................................ (Name) ........................................ (Name)

........................................ (Official Address) ........................................ (Designation with Bank Stamp)
FORM OF BANK GUARANTEE

For submission of Performance Guarantee
(In non-judicial stamp paper of Rupees twenty)

Bank Guarantee No:_________  Date: ______

The (Name of the Nationalized Bank, Branch and Address) hereby agrees unequivocally and unconditionally to pay/release within 48 (forty eight) hours, on demand in writing from the Chief General Manager (RE), Assam State Electricity Board, Paltanbazar, Guwahati-1, of any amount up to and not exceeding Rs._________(Rupees______________) only to the "Assam power Distribution Company Ltd.". This bank guarantee is a special requirement of a "Contract", which the Chief General manager (RE), APDCL has awarded to M/s_________________________vide work order No----------------------------------- Dtd.________ for a value of Rs.----------------------(Rupees______________) only for execution of Remote Village Electrification works.

This agreement shall be valid and binding on this Bank up to and including Rs._________ (Rupees__________________) only and shall not be terminable by notice or any change in the constitution of the Bank or the Firm(s) or Contractor(s) or by any person whatsoever and liability hereunder shall not be binding on us if any
extension of time or variations/alternations are made to the above mentioned work order, without our knowledge or consent, by or between the parties.

Our liability under the Guarantee is restricted to Rs. ______________________ only. Our Guarantee shall remain in force and valid till_________________ unless a suit or action to enforce a claim under the Guarantee is filed against us within 12 (twelve) months from the date of issue of this Guarantee and all your rights under the said Guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereon.

Date: 
Signature & Full Name

Place: 
Authorized Signatory of the bank with SEAL

SECTION – F

FORMS FOR SUBMISSION
## SECTION – F

**FORMS FOR SUBMISSION**

**SCHEDULE-1**

**Schedule of Technical Experts proposed**
**For deployment in the work**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Age as on 1st January 2010</th>
<th>Nationality</th>
<th>Academic Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of the Technical experts proposed for deployment of works</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<td></td>
<td>-----</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

---and so on
Note: Use separate sheet if required

SCHEDULE-2

LIST OF LOCAL ASSOCIATES, IF ANY AGAINST THE ASSIGNED SERVICES

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>NAME OF THE ASSOCIATES WITH FULL ADDRESS</th>
<th>EXPERIENCE</th>
<th>AREA PROPOSED FOR ENGAGEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION-G

PRICE SCHEDULE
SECTION-G

PRICE SCHEDULE

The offered rates and prices are as below:

Identification of Group for which prices offered

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>System Description</th>
<th>Unit</th>
<th>Rate per unit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>FORD for Supply</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>In figure</td>
</tr>
<tr>
<td>1.</td>
<td>Solar Photo Voltaic Street Lighting System</td>
<td>Set</td>
<td></td>
</tr>
</tbody>
</table>

Note: - (1) Break-up of FORD rates to be furnished as per Form-1
(2) Installation and Commissioning rates as well as CMC rates shall be inclusive of all taxes etc.

### Break-up of FORD rates for Supply:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Break-up of FORD rates (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Ex-Works</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>