

ASSAM POWER GENERATION CORPORATION LIMITED

Office of The General Manager, NTPS, APGCL,
Namrup Thermal Power Station, Namrup, 786622.
Website: www.apgcl.org



E-TENDER NOTICE NO: 02 of 2026

NAME OF WORK:

**Supply, Installation, Testing and Commissioning of New
Energy Meters and other associated accessories at NTPS,
APGCL, Namrup.**

ASSAM POWER GENERATION CORPORATION LIMITED**NOTICE INVITING TENDER (NIT)****E-Tender Notice No: 02 of 2026****GM/NTPS/APGCL/2025/T-7/24****DATED: 08.01.2026**

Invitee	The GENERAL MANAGER, NTPS, APGCL, NAMRUP -786622
Name of the work	Supply, Installation, Testing and Commissioning of New Energy Meters and other associated accessories at NTPS, APGCL, Namrup.
Bidder Eligibility Criteria	<ul style="list-style-type: none"> The Bidder should not have been blacklisted by any State Government, Central Government, State PSU, Central PSU, Private Company, etc. The Bidder must have average annual Turnover of at least Rs. 2.10 Lakh (Rupees Two Lakh Ten Thousand Only) during 03 (three) Financial Year, FY: 2021-22, 2022-23 & 2023-24. The bidder must have a valid Electrical Contractor License and valid Electrical Supervisor License (HT minimum of 11 KV) issued by competent Licensing Authority. The bidder must have past experience of successfully executing at least 1 (One) no. work of supplying, installing and commissioning of energy meters or any work of similar nature for supply, installation and commissioning of electrical equipment's.
Tender Processing Fee	Online Tender Processing Fee of Rs. 224.00/- (Rupees Two Hundred Twenty Four only) shall be collected from Bidder during bidding at https://assamtenders.gov.in .
EMD	<p>Rs. 8,500.00 (Rupees Eight Thousand Five Hundred only) as EMD amount should be deposited online by the bidder during bid submission at https://assamtenders.gov.in.</p> <p>Also, EMD through Bank Guarantee (BG) is also accepted.</p> <p>Note: No EMD Exemption is provided for this Tender.</p>
Start Date of Online Tender Submission	From 10.00 hours of 09.01.2026
Last date of online Tender Submission	Up to 12.00 hours of 19.01.2026
Tender opening	<p>a. Technical Bid: At 12.00 hours of 20.01.2026</p> <p>b. Price Bid: To be intimated later.</p>
For APGCL Tender Document, please visit e-procurement portal https://assamtenders.gov.in . Bidder has to submit tender online only at https://assamtenders.gov.in . Any corrigendum will be made available in https://assamtenders.gov.in only.	


General Manager
NTPS, APGCL, NAMRUP-786622

(A) INTRODUCTION and OBJECTIVE:**Introduction:**

Assam Power Generation Corporation Ltd. (APGCL) is a state GENCO operating in the state of Assam and with the vision of availability of reliable and quality power at competitive rates and on a sustainable basis.

APGCL has various gas based thermal power plants as well as hydro power plants. The Thermal Power Plants of APGCL are Lakwa Thermal Power Station, located in the District of Charaideo and Namrup Thermal Power Station, located in the District of Dibrugarh in the State of Assam. The various Hydro Plants of APGCL are Karbi Langpi Hydro Electric Power Project and Myntriang Small Hydro Electric Project, both located in the District of Karbi Anglong in the State of Assam. In addition, there are various hydro and solar projects in pipeline/under construction of APGCL.

Objective of the Tender:

Presently, APGCL intends to procure energy meters and other related accessories for Energy Accounting Purpose at Namrup Thermal Power Station (NTPS) of APGCL. This shall be accompanied by installation, testing and commissioning of the materials supplied at NTPS. The details are provided in the Scope of Work under Clause-E of this document.

(B) Intent of Tender:

The intent of this tender document is to furnish the work scope for the work "**Supply, Installation, Testing and Commissioning of New Energy Meters and other associated accessories** required for the purpose of Energy Accounting at Namrup Thermal Power Station (NTPS), APGCL"- as well as provide technical and commercial requirements to be furnished and fulfilled by the bidders participating in the tender.

(C) Eligibility of Bidder:

- (a) The Bidder must have an average annual Turnover of at least Rs. 2.10 Lakh (Rupees Two Lakhs Ten Thousand Only) during the 03 (three) Financial Year, FY 2021-22, 2022-23 & 2023-24.
 - In this regard, a certified copy from the Chartered Accountant should be submitted by the bidder along with his technical bid.
 - The certified copy must be accompanied by relevant financial documents viz. - Balance Sheet, Profit & Loss Statement etc. of the 03 (three) financial year, FY 2021-22, 2022-23 & 2023-24.
 - Copy of acknowledgement of ITR filled for last three financial years (i.e. for FY 2021-22, 2022-23 & 2023-24).
- (b) The bidder must have a valid Electrical Contractor License and Electrical Supervisor License (HT minimum of 11 KV) issued by Competent Licensing Authority. Copy of these documents to be submitted in technical bid.

(D) Experience of bidder:

The bidder must have past experience of successfully executing at least 01 (one) no. work of supplying, installing and commissioning of Energy Meters or any work of similar nature for supply, installation and commissioning of electrical equipment's.

- Bidders shall submit relevant documents in support of the past experience along with their technical bid. Such documents shall include but not limited to work order copy and work completion report / performance report etc.
- Any adverse remark on the performance of the bidder, quality of material supplied by bidder/quality of work executed by bidder, failure to meet work schedule by the bidder, etc. received from any Client of the bidder may be considered as ground for disqualification of the bidder from this tender.

All the above criteria must be fulfilled by bidder failing which the submitted bid of the bidder may be treated non-responsive.

Relevant Documents related to the above points are to be submitted by the bidder in the technical bid.

Also, bidder shall fill up and submit with technical bid all the **bidding forms (B1 to B7)**. In the absence of the requisite documents, the bid may be considered non-responsive.

Notwithstanding anything stated herein above, APGCL reserves the right to assess the capacity and capability of the bidder to execute the work.

(E) SCOPE OF WORK:

Supply, Installation, Testing and Commissioning of New Energy Meters and other associated accessories required for the purpose of Energy Accounting at Namrup Thermal Power Station (NTPS), APGCL.

1. The Scope of work of the bidder shall be as follows:

Table A

Sl. No.	Description	Unit	Quantity
1	Supply of 3Ph 4 Wire CT operated, DLMS Compliance, 3x240 V, -/5A, having accuracy Class-0.5s energy meter for distribution transformer metering, Category C.	Nos.	11
2	Supply of Metering cabinet (Metallic/ SMC) Suitable For Housing ENERGY METER, Terminal Block, Resin Cast Ring Type LTCT 0.5s for up to 800/5 Ratio.	Nos.	11
3	Supply of Terminal block for CT secondary connections	Nos.	50
4	Supply of LT CT Resin Cast, ring type, 5 VA, class 0.5, 800/5A	Nos.	12
5	Supply of LT CT Resin Cast, ring type, 5 VA, class 0.5, 400/5A	Nos.	20
6	Supply of LT CT Resin Cast, ring type, 5 VA, class 0.5, 200/5A	Nos.	12
7	Supply of GI Cross Channel Arm (100x50x6x2800) mm	Nos.	12
8	Supply of Pole Clamp, GI Flat (50x6) mm	Nos.	24
9	Supply of Control Cable, Copper, 1.1kV, 12C, 2.5 sq mm	Mtr.	260
10	Supply of GI Nuts and Bolts with GI washer (assorted)	Kg	10
11	Supply of 2.5 sq mm Copper lug, Fork type	Nos.	176
12	Supply of 50 sq mm Copper lug	Nos.	100

12	Installation, testing and commissioning of New Energy Meters and above supplied items for NTPS Township DTR's	Job	01
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Note:

The scope of work shall 'further' include but not limited to: -

- Packing and loading of the ordered materials by bidder.
- Safe transportation of the ordered materials to NTPS site and thereafter unloading at site.
- To buy Insurance for indemnification against any loss & damage of the materials during transit up to NTPS site and thereafter till handover of the items to APGCL authorities.

Note:

- Bidder must ensure that they fully understand the Scope of Work and all Terms & Conditions stated in this Tender for the purpose of bidding.**
- The bidder may visit NTPS site on any working day for further information.**

For the site visit the bidder may contact the following: The

General Manager,
 Namrup Thermal Power Station
 Namrup, P.O. NTPS,
 Dist.: Dibrugarh,
 State: Assam. PIN: 786622.
 Contact No.: 9435597454(M).
 Email Id: jadupran.borgohain@apgcl.org.

(F) TERMS & CONDITIONS:

The bidder must adhere to all the below mentioned clauses of this tender document and also, the tender must be submitted as per instructions given in this document, in the absence of which the submitted tender of the bidder may not be considered for evaluation at this end. However, in case of deviation from any of APGCL's tender document clause by the bidder, the same must be stated clearly as per the format given below:

EXCEPTION AND DEVIATION PROFORMA

Sl.No.	Ref of Bid Document		Subject	Deviation Details
	Page No.	Clause No.		

In case the bidder fails to state the deviation(s) clearly, it will be presumed that the bidder has accepted all terms and conditions of this tender document. Also, acceptance/rejection of bidder's deviation(s) shall be at sole discretion of APGCL.

The clauses under the head- '**Terms & Conditions**' are given below:

1. Firm Price:

The basic price(s) quoted by the bidder shall be firm without any variation in any way till completion of the work in full. The basic price, P&F, freight, transit insurance shall be quoted in the Price-Bid (BOQ1) of the submitted tender. **Total GST** shall be also quoted for every line item in the Price-Bid (BOQ1) of the submitted tender. However, the basic prices shall be inclusive of charges against loading/unloading, travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel at NTPS

site. (*Guest House accommodation subjected to availability, with maximum two double bedded rooms can be arranged on Chargeable basis for contractor's engineers/officers. Workers' accommodation will be provided subjected to availability at Barrack/quarter on a chargeable basis.*)

2. Terms of Payment:

100% payment of the total order value (including GST, P&F, F&I, etc.) shall be made after successful completion of the entire work of Supply, Installation, Testing and Commissioning of New Energy Meters and other associated accessories required for the purpose of Energy Accounting at Namrup Thermal Power Station (NTPS), APGCL and subjected to fulfilment of Performance Security Deposit Clause of this tender.

Paying Authority:

The Assistant General Manager (F&A),
NTPS, APGCL, Namrup-786622.

Note:

- All bills are to be processed through The General Manager (NTPS), APGCL.
- Performance Bank Guarantee shall be submitted by the successful bidder **within 10 (ten) days** after receipt of the Work Order or before signing of agreement.

3. Warranty Period:

The materials supplied along with workmanship shall be guaranteed for a period of 12 (Twelve) months from the date of successful commissioning and handover or 18 months from the date of supply at NTPS site, whichever is earlier.

Free replacement of the material(s) and/or corrective measures for rectification of any faulty workmanship shall have to be done for any defect/improper functioning that may develop under normal use during the guarantee period. The free replacement and fault rectification should be done within a minimum time period as determined & directed by APGCL. Guarantee Certificate should be furnished by the bidder after completion of the entire work.

4. Technical Details, GTP etc:

The bidder shall submit the following at the time of delivery of materials at site:

- a) GTP of the offered Energy Meters. (Sl. No. 1 of Table A)
- b) GTP of the offered LT CT set. (Sl. No. 4 to 6 of Table A)
- c) Type Test Report of offered CT set. (Sl. No. 4 to 6 of Table A)

5. Work Completion Period:

The Completion Period for the Supply, Installation, Testing and Commissioning of Energy Meters and other associated accessories required for the purpose of Energy Accounting at Namrup Thermal Power Station (NTPS), APGCL shall be **45 days (Forty Five) days** from the date of issue of formal Work Order.

Liquidated damage due to delay in supply/completion of work shall be levied as per the Liquidated Damage Clause (Clause No. F-7) of this tender.

6. Performance Security Deposit:

On receipt of the Work Order, the successful bidder shall have to deposit a Bank Guarantee (*attached herewith as Annexure-III*) from a Nationalized or Scheduled Bank of RBI for an amount equivalent to 10% (ten percent) of the total value of Order (including GST, etc.) as performance

security, immediately within 10 (ten) days from the date of receipt of the Work Order, duly pledged in favor of the Assistant Manager (F&A), NTPS, APGCL and such security deposit shall be valid up to 60 (sixty) days beyond the warranty period. All claims under this warranty shall be preferred to the executant's bank within 6 (six) months from the above 60 (sixty) days beyond warranty period.

If the Contractor fails or neglects to perform any of his obligations under the contract/as per work order/tender, then APGCL shall have the right to forfeit either in full or in part at its absolute discretion, the security deposit furnished by the Contractor. No interest shall be payable on such deposits.

Apart from Bank Guarantee, Performance Security Deposit can also be submitted through Fixed Deposit (FD) and Demand Draft (DD), pledged/drawn in favor of the Assistant Manager (F&A), NTPS, APGCL. All other Terms & Conditions regarding the Performance Security Deposit shall remain the same as mentioned in the above paragraphs.

In case, performance bank guarantee, fixed deposit, demand draft (DD) is not submitted by the bidder, then 10% of the total work order value (including P&F, freight insurance and taxes etc.) shall be deducted from the bill as Performance Security Deposit and this amount shall be retained by APGCL for the entire warranty period. If the Contractor fails or neglects to perform any of his obligations under the contract/as per work order/tender, then APGCL shall have the right to forfeit either in full or in part at its absolute discretion, such amount. No interest shall be payable on such deposits.

7. Liquidated Damage (LD):

In case of delay in work completion beyond the work completion period as mentioned in clause 'F 5', APGCL shall be entitled to: -

- Recover an amount at the rate of 1% of the total value of Uncompleted Work per week or part thereof of delay, subjected to maximum of 10% (ten percent) of the total Contract Price/Work Order value of Uncompleted Work as Liquidated Damage. However, the payment of liquidated damage shall not in any way relieve the Contractor from any of its obligation to complete the work or from any other obligation and liabilities of the Contractor under the Contract/as per work order.
- Purchase the undelivered material/equipment from elsewhere or to complete the balance work giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to purchase these materials or complete the work at a higher price, at risk and responsibility of the Contractor.
- Cancel the Contract/Work Order wholly or in part and to purchase materials/equipment and execute the work at the full risk and cost of the Contractor and forfeit the security deposit.

(Note: The Term "Work" in this Clause refers to Supply, Installation, Testing & Commissioning Parts of the Scope of Work of Bidder.)

8. Authorization:

The bidder must submit a **tender specific Authorization** along with their technical bids as per format provided in the bidding form B3 for the following items:

- a. Energy Meters (For Sl. No. 1 of Table A above)
- b. LT CT Set (For Sl. No. 4 to 6 of Table A above)

9. Validity of the Bidder's Bid:

The Bidder's Bid shall be valid for a period of **180 (one hundred eighty days)** from the date of opening of the technical bid. However, in exceptional circumstances, APGCL may request the Bidder for an extension of the bid validity period.

10. Packing:

The dispatched materials shall be packed suitably by the Contractor to withstand any rough handling to evade damage during transit.

11. Insurance:

Transit Insurance of the supplied/dispatched materials shall be done by the Contractor. In case of any loss/damage/pilferage/non-delivery/short delivery by carriers, etc., the Contractor shall take necessary corrective measures immediately without waiting for settlement of Contractor's Claims with his carriers/underwriters. Transit Insurance amount for supplying materials shall be quoted by the bidder in the BOQ.

12. Mandatory documents:

The bidder must upload the scanned copies of the following mentioned documents along with the technical part of the submitted tender on assamtenders.gov.in, failing which the submitted bid of the bidder may be treated non-responsive.

- a. Signed & Sealed copy of duly filled Proforma (Annexure-I).
- b. Copy of PAN Card.
- c. Copy of valid GST Registration Certificate of the bidder's Firm.
- d. Copy of acknowledgement of ITR filled for last three financial years (i.e. for FY 2021-22, 2022-23 & 2023-24).
- e. **Documents related to bidder's eligibility and past experience as per Clauses C&D of this tender document.**
- f. Documents related to bidder's Firm: Certificate of registration of the Firm (in case of Solo Proprietor)/ Partnership Deed (in case of LLP)/ Certificate of Incorporation (in case of Company), Joint Venture Agreement, whichever is applicable. Note: In case of Joint Venture (JV), the bidder must be the **Lead Partner** in the JV.
- g. Documents related to the bidder's average annual turnover during 03 (three) Financial Year (FY 2021-22, 2022-23 & 2023-24). **These documents must be certified by a Chartered Accountant.**

- h. **Signed & Sealed Confirmation** from Bidder stating that they had quoted for all items (entire bidder's scope) required as per this Tender Clause No. E (Scope of Work)/BoQ1. **No Part Offer is accepted.**
- i. **Payment proof of EMD.**
- j. **Authorization Letters.**
- k. All **Bidding Forms (B1 to B7)**, duly filled up as per the instructions provided therein.
- l. **All other documents as sought in this Tender.**
- m. **Any other document as deemed necessary as per this tender of APGCL.**

13. Clarification and Additional Information:

During the submitted bid's evaluation, APGCL may request bidder for any clarification on the submitted bid and/or documents related to the tender. The bidder shall submit the sought clarifications and/or document(s) within stipulated time as determined by the undersigned. However, seeking clarification and document(s) during bid evaluation shall be on sole discretion of APGCL.

14. Tender Processing Fee & Earnest Money Deposit (EMD):

Tender Processing Fee (Non-refundable) @ Rs. 224.00/- (Rupees Two Hundred Twenty Four only) shall be collected online from Bidder during bid submission at <https://assamtenders.gov.in>.

EMD @ Rs. 8,500.00 (Rupees Eight Thousand Five Hundred Only) shall be deposited online during bid submission at <https://assamtenders.gov.in>.

Apart from online submission of EMD, EMD through Bank Guarantee (BG) is also accepted. **If EMD is submitted through BG, the bidder will be required to upload the scan copy of the BG during online Bid submission and the original Hard Copy of the BG should reach APGCL HQ on or before bid opening.**

Instructions to bidder who intends to pay the EMD amount of the tender through Bank Guarantee.

For bidders opting for payment of EMD through BG, the bidder shall follow the below steps at online portal <https://assamtenders.gov.in>.

- **The bidder shall select the EMD exemption option as “Yes” and in the following steps shall upload the Scanned BG documents and proceed.**
- **If the bidder selects the EMD exemption option as “No” then the system shall prompt to pay the EMD fees online. There shall be no option to upload the scanned BG document against EMD in that case and the bidder has to pay the EMD online only. This is due to limitation/restriction of the portal. The bidder may not be able to proceed further or revert to the former menu. Hence for BG payment of EMD, the bidder shall select “YES” option.**
- **Since EMD exemption is not given for this tender and due to the limitation/restriction of the portal, the bidder may not be able to proceed with BG as EMD by selecting the “No EMD exemption option” of the portal hence, **the bidders are advised to proceed by selecting the EMD exemption as “Yes” in case EMD is submitted though BG.****

Address to which the Original BG is to be submitted on or before Bid Opening:

The Assistant General Manager (F&A), NTPS, APGCL, Namrup-786622

The BG shall be duly pledged in favour of the Assistant General Manager (F&A), NTPS, APGCL and shall be valid for 01 (one) year period from the Start Date of online Bid submission.

No interest shall be payable on such deposits.

**BG format for EMD is given below in this document
(Annexure-II)**

Note: No EMD Exemption is provided for this Tender.

15. OWNER'S RIGHT TO ACCEPT OR REJECT A BID:

APGCL reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, or to reject all bids with or without notice or reasons. Such decisions by APGCL shall bear no liability whatsoever consequence upon such decisions on Contractor.

16. Precautions to be Taken During Execution of Work:

The Contractor shall take reasonable and statutory precaution during execution of the work at work site so as to avoid accident and damage to equipment and injury to workman and to prevent theft, pilferage etc.

17. Liability for Accident and Damage:

The Contractor shall not claim for compensation arising out of any accident(s) or damages done during the course of work execution at work site & the Contractor will be responsible for paying compensation to the worker as per Workmen Compensation Act, 1923 and subsequent amendments thereof. It is further clarified that in case any payment is to be made by the Contractor under the said Workmen Compensation Act, the same shall be paid forthwith and in case of failure in making such payments APGCL shall make payment and the amount so paid shall be deducted from the bills of the Contractor.

18. Award of Contract:

The responsive bidder shall be issued LOI/Work Order prior to expiry of bid validity. Bidder shall confirm acceptance of the LOI/Work Order via email within 05 (five) days from the date of issue of formal Work order. In case the bidder does not respond within these 05 (five) days, it will be presumed that the bidder has accepted the work order.

19. Force Majeure:

Normally, force majeure shall cover only act of God, fire, war, riots and act of Government etc. Any constraints other than those specified above, will not constitute a force majeure condition. In view of other constraints beyond the control of the Contractor, primarily due to statutory compulsion, extension of delivery time may also be considered on merit of individual case. In case of a force majeure condition, the Contractor shall notify APGCL in writing such condition within 10 (ten) days from the beginning of such delay for consideration and acceptance.

20. Settlement of Disputes

Amicable Settlement

If any dispute or difference (s) of any kind whatsoever arise between the parties in connection with or arising out of the work/contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Contract whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such disputes or differences by mutual consultation between the authorized representatives of both the parties for amicable settlement of the dispute within a period of ninety (90) days after receipt by one party of the other party's request for such amicable settlement.

Arbitration:

Any dispute, controversy or claim arising out of or relating to this work/contract or the breach, termination or invalidity thereof, that cannot be settled amicably between both the parties shall be settled by Arbitration.

In any arbitration proceeding hereunder-

- a. Arbitration shall be in accordance with the Arbitration & Conciliation Act, 1996 or any statutory amendment thereof.
- b. Arbitration shall be by a sole arbitrator, if agreed upon by the Parties. Failing agreement on the identity of such sole arbitrator, each Party shall appoint one arbitrator, and these two appointed arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel and act as the Presiding Arbitrator.
- c. In an arbitration proceeding consisting of three arbitrators, if a party fails to appoint an arbitrator within 30 days from the receipt of a request to do so from the other party; or the two appointed arbitrators fail to agree on the third arbitrator within thirty days from the date of their appointment, the appointment shall be made upon request of a party by the High Court or by the President, Institution of Engineers (India), Assam State Centre.
- d. In an arbitration with sole arbitrator, if the parties fail to agree on the arbitrator within 30 days from receipt of a request by one party from the other party to so agree, the appointment shall be made, upon request of a party, by the High Court or by the President, Institution of Engineers (India), Assam State Centre.
- e. Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati.
- f. English language shall be the official language for all purposes.
- g. Decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) and the Arbitral Award shall be final and binding on the parties and the persons claiming under them respectively and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

- h. The arbitrators and the parties to the arbitration shall maintain confidentiality of all arbitral proceedings except award where its disclosure is necessary for the purpose of implementation, enforcement and setting aside of the award.
- i. The cost of arbitration shall be equally shared among both the parties.

21. Legal Jurisdiction:

Any disputes or differences arising under, out of, or in connection with this work /contract, shall be subject to the exclusive jurisdiction of courts at Guwahati only.

22. Mistakes/Errors in submitted Bid:

The Contractor shall be responsible and liable for any change in the work due to any discrepancies, errors, or omissions in the submitted bid which have arisen due to inaccurate information or particulars furnished by the Contractor, even though approved by APGCL.

23. Copy Right Etc.:

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

24. Subletting Contract:

The Contractor shall not, without the consent in writing of APGCL assign or sublet his contract, or any substantial part thereof, or interest therein of benefit or advantage whatsoever, other than for raw materials or for minor details or for any part of the work of which the Sub-contractors are named in the tender provided any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

25. Variation of Quantity:

APGCL might increase or decrease the quantity of materials by 20% if so required and the bidder shall agree to the same and shall supply the materials at the same quoted rates/prices in BOQ and terms and conditions stipulated in the tender except in regard to delivery schedule/work completion period, which shall be mutually agreed upon in case of increase in the ordered quantity from that in the tender.

26. Co-Operation with Other Contractors:

The Contractor shall agree to co-operate with the APGCL's other contractors for associated supplies and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication. No remuneration shall come from APGCL for such technical co-operation.

27. Contractual Failure:

In the event of contractual failure of any respect on the part of the Contractor, APGCL shall be entitled to **forfeit** the performance security deposit or any deposit or any payment due to the Contractor from this or his other contracts towards the recovery of APGCL's claim for damages arising out of the failure. In addition, APGCL may black-list or ban the Contractor or pending enquiry, suspend him or take any other steps considered suitable.

28. Rejection:

In the event, any of the materials supplied by the Contractor or work executed is found defective or otherwise not in conformity with the requirements of the contract/tender specifications, APGCL shall either reject the material/work or request the Contractor in writing to rectify the same. The Contractor, on receipt of such notification shall rectify

or replace the defective material/rectify the defective work free of cost to APGCL. If the Contractor fails to do so, APGCL may at its option: -

- (a) Replace or rectify such defective/non-conforming material/correct the defective work and recover the extra cost so involved plus 15% as overhead charge from the Contractor, or
- (b) Terminate the contract for default, or
- (c) Acquire the defective material at a reduced price as considered equitable under the circumstances.

29. Deduction from Contract Price:

All cost, damages or expenses which APGCL may have made for which, under the contract, the Contractor is liable, may be deducted by APGCL from any money due or becoming due by APGCL to the Contractor or may be recovered by action at law or otherwise from the Contractor.

In the event of recovery to the necessary extent becoming impossible owing to insufficiency of the earnest money/security deposit and withheld amounts, the balance due to APGCL may at the option of APGCL be recovered from any money due to the Contractor from APGCL under other contracts with the Contractor.

30. Death, Bankruptcy etc.:

If the Contractor becomes bankrupt or being a corporation is in the process of winding up, amalgamation or reorganization, then APGCL shall be at liberty to:-

- (a) Terminate the contract forthwith by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested.
- (b) Give such liquidator, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be determined by APGCL.

In case of death of the Contractor before completion of the work, then APGCL shall be at liberty to:

- (a) Close up the contract and take over the completed portion of work/supply done and made as per specification and make final payment to the legal heir of the Contractor on receipt of claim from such legal heir.
- (b) Give the contract to the legal heir of the Contractor subject to his depositing a performance security for the due and faithful performance of the contract. The performance security amount shall be determined by APGCL commensurate with the incomplete portion of the work/supply. APGCL will enter into a fresh contract with the legal heir of the Contractor on the same terms and conditions of the earlier contract.

31. Regulation of Local Authorities:

The Contractor shall abide by the regulation of local Authorities unless such regulation is repugnant to any terms of the contract agreed upon.

The Contractor is required to fulfill all criteria related to Labour Laws.

The Contractor will also comply with all regulations/directives of both State & Central Government Pollution Control Boards.

32. Suspension Of Business Dealings with Firms/Contractors:

APGCL may suspend business dealings with a Firm/Contractor, if:

- (a) The Central Bureau of Investigation or any other investigating agency recommends such a course in respect of a case under investigation; and if a *prima facie* case is made out that the firm is guilty of an offence involving unethical, unlawful, fraudulent means in relation to business dealings, which, if established, would result in business dealings with it being banned.

- (b) APGCL has past record of non-performance of the Firm in its previously awarded contracts.
- (c) APGCL has record of ban against the Firm by other Government / Public sector utility.
- (d) However, APGCL shall give the Firm/Contractor a fair chance to explain the circumstances of such previous suspensions.

33. Banning Of Business Dealings with Firms/ Contractors:

APGCL may ban business dealings with a Firm/Contractor, if:

- (a) The owner (s) of the Firm/Contractor is convicted by a court of law following prosecution for offences involving unethical, unlawful, fraudulent means in relation to business dealings.
- (b) There is strong justification that the Firm has been guilty of malpractices, such as, bribery, corruption, fraud, substitution of tenders, misrepresentation, evasion or habitual default in payment of any Government tax, etc.
- (c) The Firm continuously refuses to return government dues without showing adequate cause and Government are reasonably satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law.
- (d) The Firm is found guilty of involving in unethical practices, such as:
 - 1. "Corrupt practice" involving offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any such official procurement process or in contract execution.
 - 2. "Fraudulent practice" involving misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer.
 - 3. "Collusive practice" involving a scheme among bidders (prior to or after submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - 4. "Coercive practice" involving harming or threatening to harm directly or indirectly, persons or their property to influence procurement process or the execution of a contract.

APGCL may sanction a Firm/ Contractor or its successor, including declaring ineligible, indefinitely or for a period of not less than 3 (three) years.

(G) GENERAL INSTRUCTIONS TO BIDDER:

1. The tender document can be downloaded from <https://assamtenders.gov.in>. Tender Processing Fee and EMD shall be submitted online during bid submission at <https://assamtenders.gov.in>. However, EMD can also be paid through Bank Guarantee as detailed above in clause F-14. Tendering shall be done in online mode only at <https://assamtenders.gov.in> and technical bid and Price bid (BOQ1) must also be submitted online at <https://assamtenders.gov.in>.
2. **The bid shall be completed in two bid system as detailed below:**

Technical & un-priced commercial part – Technical bid.
Priced commercial part – Price bid.

(a) Technical and Un-priced Part – Technical Bid:

This part shall contain technical and commercial (**Un-priced Part**) bid including the following mentioned documents that has to be uploaded on <https://assamtenders.gov.in>:

- Signed & Sealed copy of duly filled up Proforma (Annexure-I).

- All Bidding Forms attached with this document.
- Technical and Commercial part (Un-priced Part) of bidder's Offer.
- All requisite documents as per the Clauses of this tender document.
- Any other relevant document as required/requested for this tender.

Techno-commercial bid disclosing any price shall be rejected.

(b) Priced Part – Price Bid (BOQ1):

Priced part (BOQ1) shall contain “Offered Price” along with total GST and shall be submitted online only at <https://assamtenders.gov.in>. The basic prices shall be inclusive of charges against loading/unloading, travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel at site etc.

Please Note, **while filling up the GST column of the BOQ1**, the bidders should be **careful** not to quote unit GST rate against the line items containing multiple quantities. **They shall quote the total GST** against all individual line items (i.e., GST on the Total Basic Price of individual line items of BoQ1).

P&F, Freight & Transit Insurance shall be quoted by the bidder in BoQ1.

Price quoted by the bidder must be in INR.

Note: No part offer of the tender shall be accepted. Bidder shall quote for all items in BOQ1.

3. Submission of Bid:

Technical & Un-priced and Priced parts of the Bid must be submitted in online mode only along with scanned copies of all supporting/requested documents at <https://assamtenders.gov.in>. The Bidder will be required to encrypt & sign its online bid using his own Digital Signature Certificate (Class- II or higher with both Signing and Encryption Certificates). Prospective Bidders must procure DSC before participating in the tenders. Bids are to be submitted at e- tender portal <https://assamtenders.gov.in> only.

No Hard Copy of the bid to be submitted to APGCL.

4. Date and Time of Submission:

Bid must be submitted by the due date and time mentioned in the Notice Inviting Tender or any extension thereof as duly notified in writing by APGCL.

5. Queries:

For any query regarding the tender, bidder shall email at:

- manurajan.baruah@apgcl.org
- raktimpratim.dutta@apgcl.org

6. BID Opening:

a) Opening of Techno-commercial & Un-priced Part of Bid:

- i) On the date and time mentioned in 'NIT', the Technical and Un-priced Commercial Part will be opened in the office of the General Manager (Gen), NTPS, APGCL, Namrup.
- ii) In the event the specified date of bid opening is declared a holiday for APGCL, the bid shall be opened on the next working day at the specified time and location.
- iii) EMD shall be submitted by all bidders.

b) Opening of Priced part of the Bid:

Only Technically qualified bidders shall be considered for price bidding.

7. BID Evaluation Criteria:

a) Techno-commercial Part:

- i) The Techno-commercial Part of bid shall be evaluated as per clauses stipulated in this tender document and also if required as per instructions laid down in the document "General Conditions for Supply and Erection, 2014" of APGCL. EMD must be paid by Bidder.
- i) Bidders must ensure that complete bid along with all details & documents as sought are submitted as per requirements of this tender document.
- ii) If any of the clauses of the Tender contradict the clauses of the document- "General Conditions for Supply & Erection, 2014" of APGCL, then those stated in this Tender shall prevail.

b) Price Part (BOQ1):

The final **total** of quoted price and inclusive of all components shall be considered during price bid evaluation. The bidder must clearly specify all tax & duties levied, freight, transit insurance, etc., in the absence of which the same shall be at bidder's scope. L-1 bidder shall be selected based on the lowest final **total offered price** (inclusive of all GST, Freight, Transit Insurance, P&F) in price BoQ1.

8. Corrigendum, if any, would be published online on the E-tender portal - <https://assamtenders.gov.in> and will be deemed to be a part of the APGCL bid document and binding on all the bidders.

9. Consignee:

The General Manager,
Namrup Thermal Power Station
Namrup, P.O. NTPS,
Dist.: Dibrugarh,
State: Assam. PIN: 786622.
Contact No.: 9435597454(M).
Email Id: jadupran.borgohain@apgcl.org

Enclo.

1. **Bidding Forms (B1 to B7)**
2. **Proforma (Annexure 1)**
3. **EMD BG Format (Annexure II)**
4. **Performance BG Format (Annexure III)**

--Sd--

**General Manager,
NTPS, APGCL, Namrup**

Bidding Forms:

[Bidders shall fill-up and submit these Forms (B1, B2, B3, B4, B5, B6 & B7) along with Technical Bid.]

FORM-B1

Letter of Bid (the bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.)

Date: **[insert date (as day, month, and year) of Bid Submission]**

Tender Ref. No.:

To:
 The General Manager
 Namrup Thermal Power Station,
 APGCL, Namrup-786622

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued to Bidders;
- (b) We meet the eligibility and qualification criteria as set out in this Bidding Document;
- (c) We have submitted the required bid security and bid processing fee as stated in the bid document.
- (d) We offer to supply the following tendered item(s) in conformity with all terms and conditions as specified in the Bidding Documents including the quantity, quality standard and delivery conditions, etc., as specified in the bid document under scope of work :

Sl. No.	Name of the Item(s)	Description	Remarks
1			
2			
3			
4			

- (e) We have submitted both technical and price bid for above mentioned items and our bid shall be valid for a period of days beyond 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.
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the **Performance Security Deposit** Clause of the Bidding Document.
- (g) We are not participating, as a Bidder, in more than one bid in this bidding process.

(h) We, along with any of our, suppliers, OEM are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous Body, Authority by whatever name called under them;

(i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in the Bidding Documents;

(j) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel/official or any other entity that has prepared the specifications and other documents for the subject matter of procurement;

(k) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;

(l) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;

(m) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

(n) We understand that this bid shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on _____
behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

FORM-B2**Bidder Information**

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Tender Ref. No.: _____

1. Bidder's Name <i>[insert Bidder's legal name]</i>																																								
2. Bidder's year of registration/incorporation: <i>[insert Bidder's year of registration]</i>																																								
3. Bidder's Address: <i>[insert Bidder's legal address]</i>																																								
4. Activities Undertaken by the Bidder:																																								
5. Bidder's Authorized Representative Information <ul style="list-style-type: none"> a) Name: <i>[insert Authorized Representative's name]</i> b) Address: <i>[insert Authorized Representative's Address]</i> c) Telephone/Fax numbers: <i>[insert telephone/fax numbers]</i> d) Email Address: <i>[insert Authorized Representative's email address]</i> 																																								
6. Details of the Manufacturer and the Production/Processing facility from where the offered goods/item(s) have been produced and processed.																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 5px;">Sl. No.</th> <th style="text-align: center; padding: 5px;">Name of the Goods/Item(s) offered</th> <th style="text-align: center; padding: 5px;">Name of the Manufacturer</th> <th style="text-align: center; padding: 5px;">Details of the Production Facility</th> <th style="text-align: center; padding: 5px;">Details of the Manufacturing License</th> </tr> </thead> <tbody> <tr><td style="text-align: center; padding: 5px;">1</td><td></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center; padding: 5px;">2</td><td></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center; padding: 5px;">3</td><td></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center; padding: 5px;">4</td><td></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center; padding: 5px;">5</td><td></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center; padding: 5px;">6</td><td></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center; padding: 5px;">7</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Sl. No.	Name of the Goods/Item(s) offered	Name of the Manufacturer	Details of the Production Facility	Details of the Manufacturing License	1					2					3					4					5					6					7				
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1																																								
2																																								
3																																								
4																																								
5																																								
6																																								
7																																								
7. Years of experience in similar line of activity:																																								

8. List of clients in Govt/Public Sector to whom supply has been done in last three years

9. Details of the Bank Account:

- (i) Name of the Bank:
- (ii) Type of Account:
- (iii) Account Number:
- (iv) IFSC:

Signature of the Bidder/Authorized Signatory

(Name, Address & Designation)

FORM-B3**Manufacturer's Authorisation Letter**

Date: [insert date (as day, month, and year) of Bid Submission]

Tender Ref. No.: _____

To: [insert complete name of Bid Inviting Entity]

WHEREAS

We [insert complete name & address], who are manufacturer of *following items*, do hereby authorize [insert complete name of Bidder] to submit a bid, the purpose of which is to provide the following item(s), produced/manufactured by us, and to subsequently negotiate and sign the Contract.

S. No	Name of the Item(s)	Quality Certifications	Details of the Mfg. License	Details of Production Facility
1				
2				
3				
4				

We have been manufacturing product(s) of similar in nature as stated above since last three financial years ended on 31st March 2025.

We shall stand guarantor with respect to the quality and genuineness for the goods manufactured or produced by us and supplied by <insert the name of the bidder> to <insert name of the procuring entity>, on the award of the contract.

We also stand guaranteed to fulfil the warranty and maintenance obligations with respect to the goods manufactured by us as per the bid terms and conditions either directly or through our authorized representatives.

Signed: [insert signature(s) of authorized representative(s) of the Producer]

Name: [insert complete name(s) of authorized representative(s) of the Producer]

Designation: [Designation]

Dated on _____ day of _____, [insert date of signing]

Note: The Bidder (if not the manufacturer of the goods offered) shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization **should be on the letterhead of the Manufacturer** of the Goods offer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

FORM- B4**Details of Work Orders**

Name of the Bidder: _____

Tender Reference No. _____

Name of the Client	Order No. and Date	Description of the Goods Supplied & Work Executed	Value of Order	Quantity	Reason for delay in delivery, if any.
1	2	3	4	5	6

Signature
(Bidder/Authorised Representatives)

The Bidder shall also furnish the following documents in connection with their past performance:

- i) Copy of Orders.
- (i) Documentary evidence (Client's certificate) in support of satisfactory completion of contract. Work Completion Report.

FORM-B5**Certificate on Financial Strength****(On the letterhead of Chartered Accountant/Statutory Auditor)**

We/I have verified the Audited Financial Statement of Accounts and other documents of.....having registered office at.....pertaining to the financial year 2021-22, 2022-23 and 2023-24. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Lakhs)

Financial Information	Financial Year			Average
	2021-22	2022-23	2023-24	
	Audited	Audited	Audited	
Total Turnover				
Turnover from Similar Business				
Net worth				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date:

Signature and seal of the CA firm

Place:

UDIN :.....

Note:

- a) The bidder must furnish audited/CA certified financial statements for the above-mentioned financial years.
- b) Similar business/activity shall include

FORM-B6**Format for Power of Attorney for Signing of Application****(On a Stamp Paper of Rs 100/-)****Power of Attorney**

We, [name and address of the registered office] do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position of

.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for _____ including signing and submission of all documents and providing information to the Client (i.e. [insert name of the Bid Inviting Entity]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 2025

For _____

(Signature)

(Name, Designation and Address)

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Date: _____

Note:

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
- iii. In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.

FORM-B7 (Undertaking by the Bidder)

Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary)

We, M/s. (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the _____ (Date of Signing of Bidder).
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;
- (iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (iv) There is no conflict of interest in submitting this Bid.
- (v) We shall abide by the clauses/conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. _____ for the work of _____, would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives

Name of the Bidder/Authorized Representatives

Annexure-IPROFORMA

Sr. No.	Clause No.	Description/Clauses of APGCL Tender	Bidders Response/Acceptance/Deviation (Use extra sheet, if required)
1	NA	Bidder Name	
2	NA	Bidder Address	
3	NA	Contact no.	
4	NA	E-mail:	
5	C & D	Whether all documents related to Eligibility & Experience of Bidder Clauses submitted?	
6	E	Whether the Offered Scope of Work of bidder is as per tender requirement under Clause E?	
7	F (9)	Validity of bidder's bid	
8	F (12b)	Whether Copy of PAN Card, EPF Registration & ESI Certificate submitted?	
9	F (12c)	Whether GST registration copy furnished?	
10	F (12e)	Bidder's Firm/Organization details and whether requisite documents furnished?	
11	F (12f)	Whether Documents related to bidder's average annual turnover submitted?	
12	F (12g)	Signed and sealed confirmation from bidder stating that they had quoted for all items required as per tender Clause No. E (Scope of Work)/BoQ1 Submitted?	
13	F (12h)	Whether Technical details of the offered product submitted? (GTP of Energy Meters, CT/PT Set, Control and Power Cables, Type Test Report of CT/PT Set.)	
14	F (12i)	Proof of Earnest Money deposited?	
15	F (12j)	Whether Authorization Letters submitted?	
16	F (12k)	Whether all Bidding Forms , duly filled submitted?	
17	NA	Whether bidder accepts all clauses/terms & conditions of this Tender?	
18	NA	Bidder's Declaration: "I accept that all details filled by me and submitted in the Tender are correct to my knowledge." (write 'Yes')	

Sign & Seal of Bidder

Annexure-II**Format of BG for EMD**

(IN STAMP PAPER of Minimum Rs 100/-)

Bank Guarantee No: _____, **Date:** _____**Bank Details:****Guarantor:****Tender No:****Name of Work:****Name of Bidder/Applicant:****Beneficiary:** Assistant General Manager (F&A),

Namrup Thermal Power Station

Assam Power Generation Corporation Ltd. (APGCL)

Whereas(Name and address of the bidder) is willing to submit their bid against the above mentioned tender no: for(Name of Work) invited by the beneficiary on behalf of Assam Power Generation Corporation Ltd. and as per tender/bid conditions, the applicant is required to submit a Bank Guarantee as Earnest Money Deposit.

At the request of the applicant, we as Guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of Rs(in numeric) (Rupeesonly- In words) if:

- 1) The bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of the bid.
- 2) The bidder fails to furnish the Performance Security for the due performance of the contract/Work Order against this tender.
- 3) The bidder fails or refuses to execute the contract.

We undertake to pay the beneficiary up to the above amount upon receipt of its first written demand, without the beneficiary having to substantiate its demand, provided that in its demand the beneficiary will note that the amount claimed by it due to it owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force forfrom the start date of online submission of bid up to amount Rs..... (in numeric) (Rupeesonly- In words) and any demand in respect thereof should reach the bank not later than the above date.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be

assignable or transferable by the beneficiary, notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything to the contrary contained herein:

1. Our liability under this bank Guarantee shall not exceed Rs (*in numeric*) (Rupees *only- In words*).
2. This Bank Guarantee shall be valid up to from the start date of online submission of bid.
3. The beneficiary's right as well as the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee up to a period of 01 (one) Year from the start date of online submission of bid.
- 4.

Dated at _____ this _____ day of _____, 2025
(Signature on behalf of the Nationalized/Scheduled
Bank) (Seal of the Nationalized/ Scheduled
Bank)

Address of the main Branch of the
Bank..... Address of the BG issuing
Bank.....

STAMP PAPER**BANK GUARANTEE FOR PERFORMANCE**

(To be
stamped)

Bank Guarantee No. _____
Date: _____

Whereas the Assam Power Generation Corporation Ltd. (hereinafter called APGCL) which expression shall unless repugnant to the context or meaning thereof include its successor administrators, executors and assigns has entered into a contract Agreement _____ No. _____ Dated _____ with M/s _____ (herein called the 'contractor') which expression shall unless repugnant to the context or meaning thereof include its successor administrators, executors and assigns for procurement of _____ and place a work order No. _____ Dated _____.

Whereas the terms of the contract between the parties are contained in the Work Order aforementioned and subsequent correspondences between the parties, if any.

Whereas by the virtue of the clause "Performance Security Deposit" of the Work Order aforementioned, the Firm is required to furnish a Bank Guarantee from a Nationalized/Scheduled Bank of _____ RBI for a sum of Rs. _____ (Rupees) _____ only as security for the satisfactory performance of Contract by the Contractor.

Whereas the Firm has requested APGCL to accept the guarantee of _____ (Name of any Nationalized Bank with address) and APGCL has agreed to accept the same.

In consideration of APGCL entering into contract aforementioned, we _____ (Name of the Nationalized Bank with address) take into indemnity and keep indemnify APGCL from any damage, injury or loss occasion to it by breach or violation of the contract and shall pay APGCL all sums demanded by it towards such injury, loss or damage or penalties as and when demanded, provided that the total liability under the guarantee shall not exceed Rs. _____ (Rupees _____).

Provided that this guarantee shall remain in force for a period of _____ months from the date of receipt of materials at site.

Provided further that this guarantee shall not continue in force beyond _____. All claims under this guarantee shall be preferred to the executant's bank before _____.

We _____ (Name of the Nationalized Bank with address details) hereby undertake not to revoke this guarantee during the period it is in force without obtaining the prior written consent of APGCL & notwithstanding anything contained herein before, our liability under this guarantee is restricted to **Rs. _____ (Rupees _____)**.

Our guarantee shall remain in force until _____ unless a claim in writing is presented to us and if unpaid, a suit or action to enforce such claims is filed against us within 12 (twelve) months from the date i.e., within _____. All rights under said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the Beneficiary directly.

Notwithstanding anything to the contrary contained herein:

1. Our liability under this bank Guarantee shall not exceed **Rs. _____ (Rupees _____)**
2. This Bank Guarantee shall be valid up to _____.
3. The beneficiary's right as well as the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before _____.
4. The BG confirmation letter no. _____ is an integral part of the BG no. _____ dt.

The Bank Guarantee will be governed and construed in accordance with Indian laws and subject to exclusive jurisdiction of courts of India.

Dated at _____ this _____ day of _____, 2024.

(Signature on behalf of the Nationalized/Scheduled Bank)

(Seal of the Nationalized/Scheduled Bank)

Address of the main Branch of the Bank.....

Address of the BG issuing Bank.....