



**NORTH EAST GAS DISTRIBUTION COMPANY LIMITED**

**TENDER FOR**

**SUPPLY OF G-160 & G-250 TURBINE FLOW METER  
FOR CGD PROJECT IN THE DISTRICT OF ASSAM (GA ID 11.03)**

**OPEN DOMESTIC COMPETITIVE BIDDING**

**Tender ID: VCS21000080**

**Tender Document No.: NEGDCL/SUPPLY/GA 11.03/2024-25/20**

**DATED: 06.02.2026**

**COMMERCIAL VOLUME**

**PREPARED AND ISSUED BY**



**VCS QUALITY SERVICES PVT. LTD.  
Noida, India**



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## INVITATION FOR BIDS (IFB)



### **SECTION - I**

### **INVITATION FOR BIDS (IFB)**



# INVITATION FOR BIDS (IFB)



## OPEN DOMESTIC COMPETITIVE BID (THROUGH e-TENDERING MODE) NOTICE OF INVITATION FOR BIDS (IFB)

### SUPPLY OF G-160 & G-250 TURBINE FLOW METER FOR CGD PROJECT IN THE DISTRICT OF ASSAM (GA 11.03)

Tender ID: VCS21000080

#### 1.0 INTRODUCTION

- 1.1 North East Gas Distribution Company Limited (NEGCL) is a consortium of Assam Gas Company Limited (AGCL) and Oil India Limited (OIL) having its registered office in 6<sup>th</sup> Floor, central Mall, G.S. Road, Kamrup. NEGCL won authorization for C3 geographical areas (GAs) in the northeast region of India viz. GA of Darrang, Udaguri, Sonitpur, Bishwanath, Lakhimpur and Dhemaji districts in Assam (GA ID: 11.03) and GA of Sepahijala and South Tripura districts (GA ID: 11.56) and GA of North Tripura, Khowai, Dhalai and Unakoti districts in Tripura (GA ID: 11.57)
- 1.2 NEGCL intends to develop the City Gas Distribution (CGD) Network in all districts of the GA so as to leverage the synergies anticipated during infrastructure creation, operations & maintenance and administration of each of the individual GA.
- 1.3 VCS Quality Services Pvt Ltd (VCS) (hereinafter referred as consultant), has been appointed by NEGCL as the Engineering, Procurement & Construction Management Consultant (EPCM) services for CGD Network in the district of Darrang, Udaguri, Sonitpur, Bishwanath, Lakhimpur and Dhemaji in Assam GA.

#### 2.0 BRIEF DESCRIPTION OF PROJECT

- 2.1 NEGCL intends to develop the CGD Infrastructure to cater the demand of Domestic, Commercial and Industrial consumers in GA 11.03, Assam. To effectively connect domestic, commercial, and industrial consumers to the CGD network, a substantial quantity of G-160 & G-250 Turbine Flow Meter will be required in GA 11.03. It is proposed to Supply of G-160 & G-250 Turbine Flow meter for City Gas Distribution Project of Darrang, Udaguri, Sonitpur, Bishwanath, Lakhimpur and Dhemaji districts in Assam GA, as per details furnished in this Bid documents.

#### 3.0 BRIEF SCOPE

- 3.1 Supply, Design, Engineering, manufacturing, testing, inspection, documentation, commissioning support at site (installation shall be done by Client under supervision of bidder), preparation for shipment and transportation of the Industrial Turbine Meters for Custody Transfer Application along with the integrated EVC (Electronic Volume Corrector) of sizes and flow rates as per technical specification with this tender.

#### The Total Scope is as below mentioned:

Item No.	Description	Unit	Quantity
1.	Supply of Turbine Flow Meter G-160 rating of 3" Size with Volumetric Flow Rate of maximum 250 m3/hr at 150#	Nos.	20
2.	Supply of Turbine Flow Meter G-250 rating of 3" Size with Volumetric Flow Rate of maximum 400 m3/hr at 150#	Nos.	20
	<b>Total</b>	<b>Nos.</b>	<b>40</b>



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- 3.2 This document shall be read in conjunction with Schedule of Rates, specifications, standards, drawings and other documents forming a part of the Tender Document.
- 3.3 The above quantities are indicative and for evaluation purpose only. Purchase order/Release order will be released considering the requirement.
- 3.4 The bidder has to quote for complete scope, full quantity of both items; else, the bid shall be liable for rejection.
- 3.5 For detailed Scope of work and specifications, refer Technical Volume.

### 4.0 DELIVERY SCHEDULE

- 4.1 Delivery : Delivery of G-160 & G-250 Turbine Flow meter shall be completed within 12 weeks from the placement date of LOA/PO/ first intimation from NEGDCL.
- 4.2 Basis of Delivery : The basis of delivery shall be FOT, NEGDCL Site/ Store at NEGDCL Site, Darrang, Udaguri, Sonitpur, Bishwanath, Lakhimpur and Dhemaji districts in Assam.
- 4.3 PRS Applicability : Date of receipt of material at site/store shall be considered as date of delivery.

### 5.0 BID VALIDITY

- 5.1 Bid should be valid for 90 days from the date of schedule submission.

### 6.0 BIDDING PROCEDURE

- 6.1 Bidding will be conducted through **Open Domestic Competitive Bidding basis**. Single stage two bid system is adopted for this tender.
- 6.2 The submission and opening of bids will be through e-tendering mode at <https://www.tenderwizard.com/pvt>. Tender document can be downloaded from the website <https://www.tenderwizard.com/pvt>. Payment of requisite e-Tender Processing Fee (non-refundable) shall be made to Tenderwizard's account through online mode vide the link on their e-procurement portal as specified in the tender document before bidding. Any bidder who does not pay this processing fee to Tenderwizard's will not be able to proceed further for bid submission. NEGDCL/ VCS shall not be accountable to any payment made in favour of M/s Tenderwizard.

#### Note:

- (1) *To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with Tenderwizard's website <https://www.tenderwizard.com/pvt>. Please also note that the bidder has to obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.*
- (2) *NEGDCL/ VCS in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.*
- (3) *Bidder interested to participate in tender may submit their bid only through Tenderwizard's website.*



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## INVITATION FOR BIDS (IFB)

### 7.0 DETAILS OF BID DOCUMENTS

7.1	Type of Tender	<b>Open Domestic Competitive Bidding Basis</b>
7.2	Tender ID Tender Document Number	<b>VCS21000080</b> NEGDCL/SUPPLY/GA 11.03/2024-25/20, Dated 06.02.2026
7.3	Earnest Money Deposit / Bid Security	As per Clause No. 9 below
7.4	Availability of Tender Document on Website	06.02.2026 to 26.02.2026 upto 1430 Hrs. on Tender Wizard Portal (e-Portal): <a href="https://www.tenderwizard.com/pvt">https://www.tenderwizard.com/pvt</a>
7.5	Annual registration charges on e-tender portal (Non-refundable, to Tender wizard)	INR 2000 + GST @18% = INR 2360/-
7.6	E-Tender Processing Fee (Non-refundable, to Tender wizard)	INR 2500 + GST @18% = INR 2950/-
7.7	Pre bid meeting date and venue	Online Pre-Bid Meeting shall be held on <b>13.02.2026 at 1130 Hrs.</b> through video conferencing hosted by VCS. Bidders interested to participate in the online pre-bid meeting through video conferencing are requested to communicate the same through their official e-mail IDs to NEGDCL / VCS e-mail IDs latest by <b>12.02.2026 till 1600 Hrs</b> Video conferencing Link: <a href="https://meet.google.com/bwo-tyjb-bpk">https://meet.google.com/bwo-tyjb-bpk</a> Bidders are requested to forward their pre-bid queries through email also latest by <b>1800 Hrs on 14.02.2026</b> .
7.8	Bid Submission date and time	26.02.2026 till 1430 HRS. IST online on e-tendering website ( <a href="https://www.tenderwizard.com/pvt">https://www.tenderwizard.com/pvt</a> )
7.9	Un-Priced bid opening date and Time	26.02.2026 at 1500 HRS. IST online on e-tendering website ( <a href="https://www.tenderwizard.com/pvt">https://www.tenderwizard.com/pvt</a> )
7.10	Price bid opening date and time	Shall be intimated later.
7.11	Address for submission of physical document	<b>Head C&amp;P (CGD) VCS Quality Services Pvt. Ltd.</b> Unit no. 1116 - 1121, Tower 4, Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, Uttar Pradesh Contact: 9105709079/ 8076548002/ 8010489356/ 9034159430



## INVITATION FOR BIDS (IFB)



### Note:

*Bidders are advised to complete the registration on e-tender portal (<https://www.tenderwizard.com/pvt>) at least two working days prior to bid submission date.*

*In accordance with the general conditions of tender, NEG DCL/VCS may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.*

### DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from Tenderwizard's e-procurement website (<https://www.tenderwizard.com/pvt>) for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

**Disclaimer clause:** Bidders are advised to visit Tenderwizard's e-tendering website regularly for any updates on the tender. The ignorance to visit the website, will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

Bid shall be uploaded in two parts as below:

### PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule **WITH PRICE BLANKED OUT** etc. as per clause no. 23.1 of ITB.

### PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 23.2 of ITB.

## 8.0 BIDDER EVALUATION CRITERIA (BEC)

### 8.1 TECHNICAL

- 8.1.1 The Bidders should have designed, tested, and supplied Turbine flow meter for Natural Gas Services in terms of flow rate and should have a valid ISO certification.
- 8.1.2 The bidder should have experience of having successfully executed at least following specified quantities (shown in table below) in Single order for supply of Turbine flow in Previous 7 (seven) years reckoned from the date of floating of E-Tender.

Item No.	Item Description	Minimum Qty. should have been Supplied in Single Order (in Nos.)
1	Turbine Flow Meter G-250 rating or higher rating of 3" Size with Volumetric Flow Rate of maximum 400 m3/hr	10

OR



## INVITATION FOR BIDS (IFB)



The bidder should have experience of having successfully executed at least following specified quantities (shown in table below) of Turbine flow meter, shown in table below in Multiple orders during any 1 year in the last 7 years reckoned from the date of floating E- Tender.

Item No.	Item Description	(A) Minimum Supplied (total Qty.) in Multiple Orders (in Nos.)	(B) Multiple Orders Submitted towards (A) should include at least one order for the following quantities (in Nos.)
1	Turbine Flow Meter G-250 rating or higher rating of 3" Size with Volumetric Flow Rate of maximum 400 m3/hr	10	6

8.1.3 The Supplied Turbine Flow Meter shall have a satisfactory performance of minimum 02 Years from the date of floating of E-Tender.

8.1.4 If Bidder is a Manufacturer, then they shall submit their ISO Certification for Manufacturing of the Item mentioned above. OR If Bidder is an Authorized Supplier/Distributor, then they shall submit the Authorization Certificate from the OEM and ISO certification of OEM for supply of the above-mentioned item.

8.1.5 Bidder Should submit following documents along with the bid:

- Indian Weights and Measure certificate
- OIML Certificate from department of legal metrology.
- Bidder should have valid PESO license or proof of having applied for renewal of PESO license for.
- Offered product must comply with the technical datasheet attached, any deviation is not accepted.

### 8.1.6 Other Technical Criteria

- Either manufacturer or its authorized supplier/dealer can participate against the tender. If the manufacturer and its authorized supplier both submit their bids, the bid submitted by the manufacturer only will be considered.
- Bidder shall offer product of only one manufacturer and similarly one manufacturer can offer product through only one sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house.
- The bid shall be liable for rejection in case of change of proposed turbine flow meter manufacturer. Similarly, the Turbine flow meter manufacturer cannot change its sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house of the manufacturers after submission of bid, or else the bid shall be rejected.
- In case bidding organization is a wholly owned subsidiary of a foreign or Indian company then they can also be qualified based on the qualification, technical & financial, of its parent company provided the parent company declares under a memorandum of understanding with the Indian Subsidiary that it would be jointly & severally responsible for all the jobs being carried out by the bidding company.



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## INVITATION FOR BIDS (IFB)



### **Note to BEC: -**

- a. If the manufacturer does not sell his products directly but through his dealer/distributor/subsidiary, he can authorize a single agency (\*) to submit the bid. In such a case, the manufacturer shall have the prime responsibility of providing unconditional technical and after sales support to NEGDCL. A latest confirmation by the manufacturer to this effect shall be submitted along with the bid in the attached format as **Annexure-A**.
- b. A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary/ Holding company fulfilling above BEC criteria will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder and challan towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- c. In case the bidder is executing a Rate Contract of above nature which is still running and the contract qty. executed till last day of the month previous to the one in which tender is invited is equal to or more than the minimum prescribed qty. mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner /authorized consultant.
- d. Bidder shall not be under liquidation, court receivership, or similar proceeding. Undertaking to this effect to be submitted by bidder.

(\*) The authorized agency can also supply turbine flow meter on behalf of the manufacturer whose confirmation certificate and technical credentials were used during submission of the bid. However, one manufacturer can authorize only one single agency and a bidder can represent only one manufacturer. The authorized agency must provide documents demonstrating their supply of turbine flow meter from the same manufacturer to qualify in technical BEC.

## 8.2 FINANCIAL

### 8.2.1 Average Annual Turnover

The average annual turnover achieved by the bidder during the last 3 preceding financial years, shall be as **INR 67.18 Lakhs**.

**Note:** If a Bidder does not have Audited Balance Sheets for three years, then Average Annual Turnover will be calculated as per financials based on financial figures for available number of years. Turnover will be considered '0' (Zero) for that particular year. However, Bidder has to provide applicable documents like Certificate of Incorporation and Certificate of Commencement to justify that the Firm is less than 03 (Three) years old.

### 8.2.2 Net Worth

Bidder's Net worth should be **positive** as per the immediate preceding financial years audited financial statement.

### 8.2.3 Working Capital

The minimum working capital of the bidder as per the audited financial statement for immediate preceding financial year shall be as **INR 13.44 Lakhs**.



## INVITATION FOR BIDS (IFB)



### Note:

- a. If the bidder's working capital is inadequate, the bidder shall submit a letter from the bidder's bank, having net worth not less than Rs.100 Crore, confirming the availability of the line of credit to cover the inadequacy of working capital required as above. Line of credit must contain Tender No., Tender Description and Client Name. Letter for line of credit must be issued by a scheduled bank. Format of line of credit letter from bank has been enclosed at Annexure-2.
- b. In case of tenders having bid submission date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, the bidder can submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.
- c. Evaluation shall be done on Overall basis to arrive at the lowest evaluated cost to Purchaser

### 8.3 Documents Required

Documents required to be submitted by the bidder to substantiate their qualification under Bidder Evaluation Criteria (BEC) shall be as follows:

BEC Clause No.	Description	Documents required for qualification
<b>Documents required in support of BEC (Technical)</b>		
8.1.1 & 8.1.2	Experience License/Certificate	<ul style="list-style-type: none"><li>a. Copies of Purchase Order (P.O.) / Work Order (WO).</li><li>b. Completion Certificate / Execution Certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) / Invoices along with Inspection Release Note or Dispatch Clearance Note having reference of PO (i.e. PO No. &amp; date)</li><li>c. Bidders are required to submit valid BIS License document or ISO certification document</li></ul>
Note to BEC a)	Certificate	In case the bidder is a sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house, then duly signed and stamped copies of the authorization certificate from the manufacturer to be submitted.
Note to BEC (b)	Experience – In case of Jobs executed for Subsidiary / Fellow subsidiary / Holding company	<ul style="list-style-type: none"><li>a) Detailed Contract/work order along with Schedule of Rates.</li><li>b) Completion / Execution certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate).</li><li>c) Tax paid invoice(s) duly certified by statutory auditor of the bidder and challan towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.</li></ul>



## INVITATION FOR BIDS (IFB)



BEC Clause No.	Description	Documents required for qualification
		<p>d) Inspection Release Note or Dispatch Clearance Note having reference of PO (i.e. PO No. &amp; date).</p> <p>Note: The Completion / Execution certificates shall have details like work order no. / date, brief scope of work, completion date / period of Execution as the case may be, executed quantity etc.</p>
Note to BEC c)	In case of rate Contract	<p>a) Copies of Contract/Purchase Order (P.O.) / Work Order (WO).</p> <p>b) Inspection Release Note of relevant previous supplies (having cross reference to P.O.) / Dispatch documents and copy of Invoices</p> <p>c) Completion / Execution certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate).</p>
<b>Documents required in support of BEC (Financial)</b>		
Financial BEC 8.2.1	Annual Turnover	<ul style="list-style-type: none"><li>• <b>Bidder must submit:</b> Audited Financial statements including Balance sheet and Profit &amp; Loss Account etc. for three preceding financial years.</li><li>• Form-5 duly signed and stamped by Statutory Auditor/ Chartered Accountant.</li></ul>
Financial BEC 8.2.2	Net Worth	<ul style="list-style-type: none"><li>• <b>Bidder must submit:</b> Audited Financial statements including Balance sheet and Profit &amp; Loss Account etc. for immediate preceding financial year.</li><li>• Form-5 duly signed and stamped by Statutory Auditor/ Chartered Accountant.</li></ul>
Financial BEC 8.2.3	Working Capital	<ul style="list-style-type: none"><li>• <b>Bidder must submit:</b> Audited Financial statements including Balance sheet and Profit &amp; Loss Account etc. for immediate preceding year.</li><li>• Form-5 duly signed and stamped by Statutory Auditor/ Chartered Accountant.</li><li>• In case of inadequate or negative working capital, Letter from the bidder's Bank having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit for at least working capital requirement as stated in BEC.</li></ul>



## INVITATION FOR BIDS (IFB)



### Authentication of document submitted in support of Bid Evaluation Criteria (BEC)

Technical Criteria of BEC	All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly attested by <b>notary public with legible stamp</b> .
Financial Criteria of BEC	Audited Annual Financial Statements should be duly certified by <b>Chartered Accountant</b> .

#### Note:

- The bidder shall be required to submit the documentation and proof for above BEC requirements and purchaser may make additional checks for the same at his sole discretion.
- The relevant documents as required in support of BEC clauses shall be submitted by the bidder as mentioned in forms & formats of tender document.
- It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by bidder is liable to be rejected.
- NEGDCL/ VCS decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

#### 8.4 Verification of BEC documents:

Before issuing a Letter of Award (LOA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical/Unpriced bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bids shall be liable to be rejected as nonresponsive in addition to other punitive actions.

#### 9.0 EMD / BID SECURITY

- 9.1 All bids must be accompanied by a bid security amount of **INR 2.69 Lakhs**.
- 9.2 EMD shall be in favour of North East Gas Distribution Company Limited (NEGDCL) and shall be acceptable in the form of Crossed Demand Draft (Payable at Kamrup, Assam) or Bank Guarantees (B.G.) in the prescribed format from any Indian scheduled bank (other than Co-operative Bank) or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank (other than Co-operative Bank). However, other than the Nationalised Indian Banks, the banks who's BGs are furnished, must be commercial banks having net worth in excess of Rs.100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.
- 9.3 Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 150 days from scheduled date of bid submission.
- 9.4 Bid security/EMD can also be submitted through online transaction directly to NEGDCL account as mentioned below. Bidders opting for this mode of EMD shall be required to upload the successful transaction details along with their bid, failure of which may render the bid liable for rejection.



## INVITATION FOR BIDS (IFB)



Account No.	50200082393085
IFSC	HDFC0001474
MICR NO	781240007
Bank Name	HDFC Bank Ltd.

9.5 The bidder has to share the confirmation on issuance of BG and has to send the SFMS Message for the above-mentioned BG issued by the bank.

9.6 Bidders have to upload scanned copy of their EMD on the e-Tender portal. During bid opening, any bid uploaded without such scanned copy shall be summarily rejected. Bidders submitting bid security in the form other than that of online transaction, shall submit the same in physical form to Head, C&P Department, VCS Quality Services Pvt. Ltd., Unit No. 1116 - 1121, Tower 4, 11<sup>th</sup> floor, Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P. within 7 working days from the date of bid opening, failure of which may render the bid liable for rejection.

9.7 PSUs and firms registered as Micro/Small Enterprise with MSME are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid registration certificate for the tendered products/services) with their bid. *Enterprise which have been re-classified as 'Medium' enterprise from their earlier status as 'Micro' or 'Small' enterprise in Udyam registration certificate shall be exempted from submitting EMD. The bidders shall be given this exemption for a period of three years from the date of such upward change in their MSME status. Bidders are required to submit Udyam registration certificate(s) meeting above stated conditions for exemption under this provision, failing which bid shall be rejected. Declaration as per Annexure-1 to be mandatorily submitted along with exemption certificate by such bidders.* Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.

9.8 The Chartered Accountant (CA) certificate along with UDIN No. of Valid document and the same Chartered Accountant (CA) Certificate should be dated after the date of floating of tender & shall be specific to the tender for which bid is being submitted. Format of the certificate from Statutory Auditor / Chartered Accountant (CA) is attached as "Form 15" in bid document.

9.9 Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also along with **certificate from Statutory Auditor / Chartered Accountant (CA)** as '**Form 15**' in bid document to get the MSE benefit.

Bidders must verify their latest status of MSME registration as on date of bid submission.

*Note: The notification s.o.4926 (e) dated 18.10.2022 is applicable to the upward change took place in the status of Udyam Registered Enterprises only for availing the benefits of the schemes as per the policy or guidelines, not on erstwhile Udyog Aadhaar Memorandum(UAM). Any reference to Udyog Aadhaar Memorandum (UAM) certificate shall not be considered for such EMD exemption."*

9.10 Subject to exemption permissible, offers without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.



## INVITATION FOR BIDS (IFB)



### 10.0 PRE-BID MEETING

- 10.1 The bidder(s) or his representative who intend to bid and who have either purchased the tender document or paid the tender fees for downloaded document are invited to attend a pre bid meeting which will take place on date specified in the tender document. Bidder(s) queries, if any must reaches Consultant via E-mail at least Two (02) days prior to pre bid meeting date.
- 10.2 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.
- 10.3 **Instructions to bidders for Pre-bid meeting through video conferencing:**
  - (i) All the Bidders interest to attend the pre-bid meeting can join as guests through the link shared in tender document as (refer Cl. No. 7.7 of IFB).
  - (ii) Upon joining the video conference, bidders have to mention their organization name as well as representative name.
  - (iii) Bidders shall be allowed to discuss their queries in sequence of their responses received.
  - (iv) Recording shall be done for pre-bid meeting.
  - (v) Clarifications or queries raised shall be responded to during meeting or through subsequent email.
- 10.4 Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting.

### 11.0 GENERAL

- 11.1 NEGCL reserves the right to place the order for part quantity.
- 11.2 NEGCL reserves the right to split the award.
- 11.3 The bids received after bid due time/ date shall be rejected.
- 11.4 Bids through Fax/ E-MAIL are not acceptable.
- 11.5 NEGCL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 11.6 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 11.7 All documents submitted should be in English only.
- 11.8 Directives issued by Govt. of India from time to time shall be applicable during bid evaluation
- 11.9 In case any bidder is found to be involved in cartel formation, their Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future as per sole discretion of Owner.
- 11.10 Owner/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.
- 11.11 Contact details of owner is given below:

North East Gas Distribution Company Limited.  
5<sup>th</sup> Floor, Central Mall, GS Road, Christian Basti,  
Guwahati, Kamrup, Assam – 781005  
Contact Person: Mr. Bidyut Paban Saikia, Mr. Bhaskar Goswami  
Telephone: +91 7002692397, 9730131708  
Email: [bidyut\\_saikia@oilindia.in](mailto:bidyut_saikia@oilindia.in); [contracts@negdcl.co.in](mailto:contracts@negdcl.co.in)



## INVITATION FOR BIDS (IFB)



11.12 Contact details of consultants is given below:

VCS Quality Services Pvt. Ltd.

Unit no. 1116 - 1121, Tower 4, 11th Floor,

Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P

Telephone: +91 9105709079/8076548002/8010489356/9713744455

Email: [hk.sharma@vcsprojects.com](mailto:hk.sharma@vcsprojects.com); [rachna.shukla@vcsprojects.com](mailto:rachna.shukla@vcsprojects.com);  
[rajesh.sharma@vcsprojects.com](mailto:rajesh.sharma@vcsprojects.com), [sachin.singh@vcsprojects.com](mailto:sachin.singh@vcsprojects.com); [durgesh.baghel@vcsprojects.com](mailto:durgesh.baghel@vcsprojects.com)



ENERGISING QUALITY

## **INSTRUCTIONS TO BIDDERS (ITB)**



### **SECTION – II**

### **INSTRUCTIONS TO BIDDERS (ITB)**



# INSTRUCTIONS TO BIDDERS (ITB)



## A. INTRODUCTION

### 1.0 INTRODUCTION

- 1.1 The Owner/ Purchaser invites sealed bids through e-Tender Portal for the supply of goods as mentioned in the tender documents.
- 1.2 The bidding document specifies the contractor scope of work, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the bidding document. Owner reserves the right to evaluate and accept bids at their sole discretion.

### 2.0 ELIGIBLE GOODS AND SERVICES AND ORIGIN OF GOODS

- 2.1 All goods and related services to be supplied under the contract shall have their origin only in source countries, which are not prohibited to trade with by any law or rules made there under having the force of law of the Union of India or any state Government of India.
- 2.2 For purposes of this clause, "Origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods and services may or may not be from the home country of the Bidder.

### 3.0 ELIGIBILITY OF BIDDERS

- 3.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out the Works under this Invitation for Bids.
- 3.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner/ Consultant in accordance with ITB.
- 3.4 The Bidder shall not be on Holiday by NEGDCL, AGCL, Oil India or banned / blacklisted by Govt. Department on due date of submission of Bid. Further, neither bidder nor their allied agency/ies are on banning list of NEGDCL, AGCL, OIL India or MOPNG.

### 4.0 ONE BID PER BIDDER

- 4.1 Each bidder shall submit only one bid in the same bidding process either by himself or as a member of consortium/joint venture, (wherever consortium or joint venture is allowed). A bidder who submits or participates in more than one bid in the same bidding process will cause all the proposals in which the bidder has participated to be disqualified.
- 4.2 "More than one bid" means bid(s) by bidder(s) having any of the Proprietor / Partner / Limited Liability Partner in any other bidder(s). Further, more than one bids shall also include two or more



## INSTRUCTIONS TO BIDDERS (ITB)



bidders having common power of attorney holder. Failure to comply with this clause during tendering process will disqualify all such bidders from process of evaluation of Bids.

- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at cl. no. 4.1 and 4.2 shall not be applicable wherein Bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender, which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

### 5.0 SINGLE POINT RESPONSIBILITIES

The bidder shall submit bid on single point sole/prime bidder responsibility basis. No consortium/joint bid shall be accepted. The status of all the other vendor(s)/collaborator(s), (if any), referred/identified by the bidder in their offer shall be that of bidder's sub-vendor / supplier/sub-service provider.

### 6.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser/Consultant will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 7.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

## B. THE BID DOCUMENTS

### 8.0 CONTENT OF BID DOCUMENTS

- 8.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause "AMENDMENT OF BID DOCUMENTS " of Instruction to bidders (ITB).

Volume I: Commercial Volume consisting of:

Section – I	:	Invitation for Bids (IFB)
Section – II	:	Instructions to Bidders (ITB)
Section – III	:	General Conditions of Contracts (GCC)
Section – IV	:	Special Conditions of Contracts (SCC)
Section – V	:	Forms and Formats
Section – VI	:	Schedule of Rates (SOR)
Section –VII	:	Forms to be used after award of Contract.

Volume II: Technical Volume



## INSTRUCTIONS TO BIDDERS (ITB)



8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### 9.0 CLARIFICATION ON BID DOCUMENTS

9.1 A prospective Bidder requiring any clarification of the bid documents may notify the NEGDCL and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The NEGDCL / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. NEGDCL/ VCS will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. Written copies of the NEGDCL's/ VCS's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on TENDERWIZARD's e-procurement website <https://www.tenderwizard.com/pvt> along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

9.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".

9.3 The Bidder shall submit their queries / clarifications to VCS in the format "F-12".

### 10.0 AMENDMENT OF BID DOCUMENTS

10.1 At any time prior to the deadline for submission of bids, the Purchaser / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.

10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause 10.0 and shall be hosted on the on website of Tenderwizard e-tendering website (<https://www.tenderwizard.com/pvt>) before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidder's query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query hosted on the above website before submitting the bid.

10.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Purchaser/ Consultant, at its discretion, may extend the deadline for the submission of bids.

10.4 Bidders are advised to visit TENDERWIZARD's e-tendering website <https://www.tenderwizard.com/pvt> from time to time to get updated information / documents.

### C. PREPARATION OF BIDS

#### 11.0 LANGUAGE OF BID

11.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser / Consultant, shall be in English.



## INSTRUCTIONS TO BIDDERS (ITB)



11.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

### 12.0 DOCUMENTS CONSTITUTING THE BID

12.1 The bid prepared by the Bidder shall comprise the following components that are required to be provided on the e-Tendering portal:

- Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;
- Price Bid having Price Schedule/SOR filled up in accordance with tender documents.
- Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and
- Bid security furnished in accordance with Performa given in this bid documents.

### 13.0 BID FORM

13.1 The Bidder shall complete all the Bid Forms attached in Section-V of bid document and submit the same as a part of "Techno-Commercial Un-priced bid" as per clause no. 23.1 of ITB.

13.2 In two part bidding as specified in IFB, Bidder shall bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain only price schedule.

### 14.0 BID PRICES

14.1 It shall consist of Price Bid only duly filled and uploaded in the prescribed format available on the e-portal.

14.2 Quoted price shall include Basic cost, packing charges, loading charges, Insurance, Freight and any other charges, if any.

14.3 Bidders have to ensure that Bid Price is not mentioned anywhere in the Techno-Commercial bid, failing which the bid is liable to be rejected.

### 15.0 PRICE BASIS

Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account, except any statutory variation in taxes.

### 16.0 CURRENCIES OF BID

Bidders shall submit bid in Indian Rupees only.

### 17.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

17.1 Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:



## INSTRUCTIONS TO BIDDERS (ITB)



- that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- that the Bidder meets the qualification criteria stipulated in the Tender

### **18.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS**

18.1 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.

18.2 Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:

- a detailed description of the essential technical and performance characteristics of the goods;
- an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

18.3 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

### **19.0 BID SECURITY/ EMD**

19.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.

19.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

19.3 Non-submission of EMD (in form of BG in physical form) to VCS's office as mentioned in IFB may render the bid liable for rejection.

19.4 Original Bid Security in the form of BG/LC/DD/Banker's Cheque shall be submitted in a sealed envelope clearly superscribing "Bid Security – Original" along with the name and address of bidder, tender subject, tender document number and shall be addressed to the address given in Section-IFB. If the envelope is not sealed and marked as above, VCS will assume no responsibility for the misplacement of the EMD and its consequential rejection.

19.5 Any bid not secured in accordance with IFB and ITB Clauses may be treated as non-responsive and rejected.

19.6 Earnest Money Deposit (EMD) so paid will be refunded to the unsuccessful bidders after the award of work. For bidders who have submitted their EMD through any of the e-payment mode, refund of the EMD amount shall be made to the account as mentioned in their Bank Mandate Form (Form-13).



## INSTRUCTIONS TO BIDDERS (ITB)



19.7 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security against Contract/Order.

19.8 The bid security may be forfeited if:

- (i) The bidder withdraws the bid within its validity.
- (ii) The bidder revised / modified their bids suo moto affecting the bid requirement.
- (iii) The bidder does not accept the LOA/PO/Contract.
- (iv) Execution of job has not started as per timelines defined in tender document.
- (v) If it is established that bidder has indulged in corrupt and fraudulent practice or have submitted forged documents the bid security shall be forfeited in addition to other action like putting the vendor on holiday after following the due process.

19.9 In case of default by bidders under MSME category under heads (i) to (v) above, recovery letter for amount equivalent to Earnest Money Deposit (EMD) / Bid Security shall be sent to bidder and information letter indicating the nature of default shall be sent to Ministry of Micro, Small and Medium Enterprises, Udyog Bhawan, Rafi Marg, New Delhi - 110011.

19.10 PSUs and firms registered as Micro/Small Enterprise with MSME are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid registration certificate for the tendered products/services) with their bid. *Enterprise which have been re-classified as 'Medium' enterprise from their earlier status as 'Micro' or 'Small' enterprise in Udyam registration certificate shall be exempted from submitting EMD. The bidders shall be given this exemption for a period of three years from the date of such upward change in their MSME status. Bidders are required to submit Udyam registration certificate(s) meeting above stated conditions for exemption under this provision, failing which bid shall be rejected. Declaration as per Annexure-1 to be mandatorily submitted along with exemption certificate by such bidders.* Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.

19.11 The Chartered Accountant (CA) certificate along with UDIN No. of Valid document and the same Chartered Accountant (CA) Certificate should be dated after the date of floating of tender & shall be specific to the tender for which bid is being submitted. Format of the certificate from Statutory Auditor / Chartered Accountant (CA) is attached as "Form 15" in bid document.

19.12 Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also along with **certificate from Statutory Auditor / Chartered Accountant (CA)** as **'Form 15'** in bid document to get the MSE benefit.

Bidders must verify their latest status of MSME registration as on date of bid submission.

*Note: The notification s.o.4926 (e) dated 18.10.2022 is applicable to the upward change took place in the status of Udyam Registered Enterprises only for availing the benefits of the schemes as per the policy or guidelines, not on erstwhile Udyog Aadhaar Memorandum(UAM). Any reference to Udyog Aadhaar Memorandum (UAM) certificate shall not be considered for such EMD exemption."*

19.13 Subject to exemption permissible, offers without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.



## INSTRUCTIONS TO BIDDERS (ITB)

### 20.0 PERIOD OF VALIDITY OF BIDS

- 20.1 Bids shall remain valid for the period specified in the IFB after the date of bid submission as prescribed by the Purchaser. Purchaser may reject the bid having shorter validity period as non-responsive.
- 20.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

### 21.0 FORMAT AND SIGNING OF BID

- 21.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.
- 21.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.
- 21.3 As bidding shall be done through e-Tendering, digitally signed documents to be uploaded.

### 22.0 DEVIATIONS

- 22.1 Purchaser/ Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc. to avoid delay seeking clarifications on technical/ commercial aspect of the offer.
- 22.2 **Deviations if any have to be listed only in the cover letter & Form 2** of the bid submitted by the bidder. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Purchaser.
- 22.3 Notwithstanding to the above, bids with the deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder. However Purchaser reserves the right to take the final decision in this regard, without assigning any reason

### D. PREPARATION AND SUBMISSION OF BIDS

### 23.0 PREPARATION OF BIDS

- 23.1 Scanned documents (duly signed by the authorized signatory) to be uploaded by the bidder on the Tenderwizard's e-procurement website (<https://www.tenderwizard.com/pvt>) which shall comprise of the following:
  - Covering Letter with
    - i. Bidder's General Information Form 1
    - ii. No deviation confirmation / Deviation Form as per Form 2



## INSTRUCTIONS TO BIDDERS (ITB)



- iii. Format for Details of Similar Goods/ Work/ Services Supplied/ Done During Past 7 Years as per Form 3
- iv. Format regarding Supply of Goods/Works/Services as per Form 4
- v. Certificates as per Form 5
- vi. Confirmation that bidder is not banned by any Indian Government organization/ Government Undertaking from quoting as per Form 6
- vii. Declaration as per Form 7
- viii. Certificate as per Form 8 (Not applicable)**
- ix. Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and price bid opening as per Form 9 (**Not applicable**)
- x. Information regarding any current litigation in which the bidder is involved in Form 10.
- xi. Bid Bond Performa / Performa for EMD, Form 11
- xii. Bank Mandate Form as per Form 13
- xiii. Policy to provide Purchase Preference (Make in India Policy) in Form 14
- xiv. Power of attorney of the signatory to the bid document on non-judicial stamp paper
- xv. Un-priced Schedule of Rates (SOR) should be mentioned as "QUOTED".
- xvi. Copy of GST and PAN Registration Certificates
- xvii. EMD/ Bid security exemption Form 15 (in case applicable)
- xviii. Undertaking On Letterhead Regarding Bidder Sharing Border with India as Form 16
- xix. Declaration of EMD / Bid security as per Annexure – 1
- xx. Format for certificate from bank if bidder's working capital is inadequate as per Annexure – 2 (In case applicable)
- xxi. Other documents as per Technical Volume of bid document

Note: All pages of the bid offer to be signed and stamped by an authorised representative (as described in bid document) of the bidder.

Bidder must ensure numbering of all pages submitted in bid document. Further total number of pages submitted in bid document must be mentioned in the covering letter of bid submitted.

23.2 The Price bid shall consist of Price Bid only. It shall be uploaded on the e-Tendering Portal.

### 24.0 BID INSTRUCTIONS FOR ONLINE BID SUBMISSION

24.1 The bidders are required to submit soft copies of their bid electronically on the E-Tender Portal (<https://www.tenderwizard.com/pvt>) using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the E-Tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the E-Tender Portal. For more information, detailed guides and FAQs, bidders may visit the E-Tender Portal <https://www.tenderwizard.com/pvt>.

### 24.2 REGISTRATION PROCESS ON ONLINE PORTAL

(i) Bidder has to enrol on the e-Procurement module of the portal <https://www.tenderwizard.com/pvt> by clicking on the link "Vendor Registration".



## INSTRUCTIONS TO BIDDERS (ITB)



- (ii) The bidder has to choose a unique username and assign a password for their accounts. Both these are case-sensitive.
- (iii) Once the username and password are saved, even if the registration process is not completed in a single go, it can be continued where left. For resuming, click on “retrieve details” button on the Vendor Registration page.
- (iv) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the E-Tender Portal.
- (v) Bidders will be asked to provide their refund bank account details. These details will only be used for Bid Security (if any) refund purpose only in case where Bid Security (if any) is paid through e-payment mode on the portal. These details may be updated anytime in the user profile after login.
- (vi) Upon enrolment, bidder needs to register their valid Digital Signature Certificate (Class III Certificates with signing and encryption combo key usage) issued by any Certifying Authority recognized by CCA India with their profile. This step may be skipped while registration, the same will be prompted to be done during first login into the portal. Please note that login can only be done in presence of a valid digital signature.
- (vii) Only one valid DSC should be registered by a bidder. This can be however be changed anytime in the user profile after login. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- (viii) Bidders must ensure that they have the latest version of Java installed in their local system to enable the portal to access their digital signatures. Refer section “System prerequisites” below for details.
- (ix) The User ID of bidders will only be activated once they upload correct documents for verification (such as PAN, GST, etc.) and send email to [twreqdelhi@etenderwizard.com](mailto:twreqdelhi@etenderwizard.com) requesting activation mentioning their user ID and attaching their registration payment acknowledgement in the mail.
- (x) Once ID is activated, bidders can then log in to the site through the secured log-in by entering their user ID / password and their DSC / e-Token.
- (xi) Foreign bidders are advised to refer “DSC details for Foreign Bidders” on the portal for Digital Signature requirements. Any type of DSC that has valid signing and encryption capabilities are allowed on the portal. Fields not relevant for foreign bidders are optional and can be skipped during registration process.

### 24.3 SYSTEM PREREQUISITES

- (i) Your system should have Java installed and configured for the portal before logging in to your ID, if not follow the below steps.
- (ii) Go to <https://www.java.com> and click on “Download” and run the downloaded setup file.
- (iii) Once fully installed, search in your start menu- “Configure Java” and run it.
- (iv) Go to tab “Security” of the window, click on “Edit site list”. Click on “Add” and enter <https://www.tenderwizard.com/pvt> in the new row. Click on “Add” then “Ok” and again “Ok”.



## INSTRUCTIONS TO BIDDERS (ITB)

### 24.4 TENDER DOCUMENTS SEARCH

- (i) Active tenders can be searched on the portal through various parameters including Tender ref no., description, date, etc.
- (ii) After login, if the bidders are not able to see the desired tender on the published tenders page, they may need to update their profile through the Profile tab. On the update profile page, check mark all the procurement categories and save. All tenders should now be visible on their published tenders page.
- (iii) After Logged-In tenders will be visible in “Vendor-Unapplied” category where bidders choose interested tenders and then click on ‘Request tender’ icon to pay the form fees (if applicable). After request procedure bidder will get tenders in “Vendor-In progress” category in which bidders can get the tender documents and price bid. Meanwhile, bidder must require to pay the e-tender processing fee to Tenderwizard through E-payment before bid submission.
- (iv) Bidder has to log into the site well in advance before the sale date and time of the tender is over. VCS or Tenderwizard shall not be responsible for any last minute issues regarding processing fee payment.

### 24.5 BID PREPARATION

- (i) Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).
- (ii) Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under “Document Library” link on the portal first. These can be later attached as part of their bid documents during bid submission.
- (iii) Bidders can merge multiple PDF and upload in a single PDF file as long as it is within the size limit of single file i.e. 5 MB.

### 24.6 BID SUBMISSION

- (i) Bidder will be entirely responsible for any last minute issues and Tenderwizard or VCS shall not be held responsible for such default. To prevent this, bidders are advised to upload the documents on the portal well within deadline.
- (ii) For Bid Security (if any), bidder has to select the mode of payment (DD) and fill in the required details along with scanned copy. Exempted vendors can select ‘Exemption’ and upload valid certificate for the same.
- (iii) A standard SOR format in excel has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format only. Proving the same in any other format such as pdf, shall render the bid liable for rejection.
- (iv) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (v) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.



## INSTRUCTIONS TO BIDDERS (ITB)

- (vi) It is important to note that the bidder has to click on the 'Submit the tender form button', to ensure that the Bid Submission Process is completed. Bids which aren't submitted successfully are considered as Incomplete/Invalid bids and are not considered for evaluation by the portal.
- (vii) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

### 24.7 ASSISTANCE TO BIDDERS

- (i) Any queries relating to the content of the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority as indicated in the tender.
- (ii) For e-Procurement technical support or any queries related to the process of online bid submission or queries relating to E-Tender Portal in general may be directed to the 24x7 Tenderwizard Helpdesk. The contact number for the helpdesk are 011-49424365.

### 24.8 EMAIL SUPPORT:

For any e-Procurement application related service requests and technical issues related to document uploads, encryption/decryption key issues, bidder login issues, new registration issues, key uploads, DSC key installation, bid submission, system users may please mail to [safdar@vcsprojects.com](mailto:safdar@vcsprojects.com), [twregdelhi@etenderwizard.com](mailto:twregdelhi@etenderwizard.com) with a copy to [dscdelhi@etenderwizard.com](mailto:dscdelhi@etenderwizard.com). Any issues encountered due to last minute actions by the bidders shall not be the responsibility of VCS or Tenderwizard. Bidders are advised to use the portal in advance so that any issue can be resolved with adequate time before any deadline.

### 25.0 DUE DATE AND TIME OF BID SUBMISSION

- 25.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.
- 25.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

### 26.0 LATE BIDS/ UNSOLICITAED BID/ BID SUBMISSION AT OTHER PLACE

- 26.1 Bidders must ensure submission of bids within the Due Date and Time of Bid Submission. Through e-tendering portal which shall be closed immediately after the deadline for submission of bid and no bids can be submitted thereafter.
- 26.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.



## INSTRUCTIONS TO BIDDERS (ITB)

### 27.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 27.1 The Bidder may modify or withdraw its bid after the bid's submission, but before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 27.2 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the rejection of bid and also bidder's banning/ putting on holiday list.
- 27.3 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 27.4 In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure as per tender documents
- 27.5 No new deviation will be received/ accepted from bidder after bid due date & time. In case bidder submits new deviation, his bid will be rejected. At the sole discretion of the owner bidder may be given opportunity to withdraw the deviation and in case the same is not withdrawn by the bidder, the offer of the bidder shall be rejected & EMD/ Bid security submitted by the bidder shall be forfeited.

### E. OPENING AND EVALUATION OF BIDS

### 28.0 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

- 28.1 The Owner/Consultant will open all bids on the e-Tender portal at the time, on the date (as specified in IFB), and at the place specified in the Tender.
- 28.2 The Bidders' names, bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.
- 28.3 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Owner / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

### 29.0 CLARIFICATION OF BIDS

- 29.1 During evaluation of the bids, the Owner / Consultant may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification shall be sent through e-Tender portal and the response shall be through e-Tender portal, and no change in the prices or substance of the bid shall be sought, offered, or permitted. Intimation regarding clarification shall be sent through email mentioned on Form-1

### 30.0 PRELIMINARY EXAMINATION

- 30.1 The Purchaser/Consultant will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.



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- 30.2 The Purchaser/Consultant may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 30.3 Prior to the detailed evaluation, pursuant to ITB, the Purchaser/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.
- 30.4 If a bid is not substantially responsive, it will be rejected by the Purchaser/Consultant and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

### 31.0 REJECTION CRITERIA

- 31.1 Minor nonconformities may be neglected and/or bidders may be required to rectify such minor nonconformities.
- 31.2 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:
  - i) Firm Price
  - ii) EMD/Bid security/ Udyam Registration Certificate
  - iii) Scope of Work
  - iv) Specifications
  - v) Price Schedule in other than prescribed format or with insertion of any condition(s)
  - vi) Delivery / Completion Schedule
  - vii) Period of Validity of bid
  - viii) Price Reduction Schedule
  - ix) Delivery schedule
  - x) Performance Bank Guarantee/ Security Deposit
  - xi) Guarantee/Warranty of goods / work
  - xii) Arbitration / Resolution of Dispute
  - xiii) Force Majeure
  - xiv) Applicable Law
  - xv) Any other condition specifically mentioned in the tender documents elsewhere that noncompliance of the clause lead to rejection of the bid
  - xvi) Non-submission of Price Bid in Price Bid Envelope/Cover-2
  - xvii) If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price
  - xviii) Non-submission of declaration regarding Holiday Listing status

Prices if received in Unpriced Bid shall not be considered for evaluation and bid shall be summarily rejected.

### 32.0 NON-COMPLIANCE WITH THESE PROVISIONS

Bids are liable to be rejected as nonresponsive if a Bidder:

- 32.1 Fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 32.2 Furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of



## INSTRUCTIONS TO BIDDERS (ITB)



the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

### 33.0 OPENING OF PRICE BID

- 33.1 Bidders whose bids are found substantially responsive shall be informed about the date and time of opening of price bid. Such bidders may be required to attend the price bid opening at a short notice
- 33.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

### 34.0 CONVERSION TO SINGLE CURRENCY

- 34.1 Not Applicable.

### 35.0 EVALUATION AND COMPARISON OF BIDS

The Purchaser/ Consultant will evaluate and compare the bids, which have been determined to be substantially responsive.

#### 35.1 Evaluation

- 35.1.1 Prices shall be evaluated on **Overall totality basis** to arrive at the **lowest evaluated cost to Purchaser**.

- 35.1.2 The evaluated price of bidders shall include the following:

- Unit Price including supply, packing & forwarding and TPIA Charges
- Freight charges including, insurance, loading, transportation and unloading & stacking at NEGCL Site/ Store.
- GST on above

- 35.2 In evaluating bids, the Owner will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:

- Arithmetical errors will be rectified on the following basis:
- If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.
- If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
- Deviations from terms and conditions of the bid document stipulated by the bidder if found acceptable, shall be evaluated and loaded to the quoted price.

#### 35.2.1 Other Conditions Related to Bid Evaluation

- Canvassing in any form will make the bid liable for rejection.
- Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.



## INSTRUCTIONS TO BIDDERS (ITB)



- Bid should be complete covering the individual schedule wise total scope of work indicated in the Bid documents.
- Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

### 35.2.2 Comparison of Prices

The evaluated price of bidders shall include the following:

- Unit Price including supply, packing & forwarding and TPIA Charges
- Freight charges including, insurance, loading, transportation and unloading & stacking at NEGDCL Site/ Store.
- GST on above
- If more than one bidder quotes the same price leading to common total evaluated price, the following methodology would be used for tie breaking. Rank would be decided based on the following parameters in order of precedence:
  - a. Turnover of the preceding audited financial year.
  - b. Value of highest single order of similar work executed in last 7 years.

### 35.3 Bidders are required to quote and comply with all applicable statutory requirements for invoicing.

## 36.0 PURCHASE PREFERENCE

### 36.1 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

36.1.1 In case the bidder is a Micro or Small Enterprise as defined under MSE Order 2012 along with amendments notified vide Government of India Gazette from time to time. The bidder shall be entitled for benefits under the Public Procurement Policy as per the details mentioned below:

- i. Issue of Tender Documents free of cost.
- ii. Exemption from payment of EMD.
- iii. Micro and Small Enterprises quoting price within price band of L1 + 15% shall be allowed to supply a portion of requirement by matching the price of L1, if L1 is other than MSE, up to 25% (100% for indivisible tender) of the total tendered value.
- iv. Public Procurement Policy for MSEs is meant for procurement of only goods produced and services rendered by MSEs. Traders / distributors / sole agent / works contract are exclude from the purview of this PP Policy.
- v. In case of availability of more than one Micro and Small Enterprises within the price band of L1 + 15%, 25% (100% for indivisible tender) of the tender value shall be shared proportionately amongst the eligible MSEs, subject to matching the L1 price.
- vi. Further, out of above 25% for other than indivisible tender, 4% shall be from MSEs owned by SC/ST entrepreneurs and 3% from MSEs owned by Women Entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs or Women Entrepreneurs.



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### Note:

An MSE bidder shall be defined to be owned by an SC/ST Entrepreneur as under: i.e.

- i. In case of Proprietary MSE, Proprietor(s) shall be SC/ST,
- ii. In case of partnership MSE, the SC/ST partners should be holding at least 51% shares in the Unit
- iii. In case of Private Limited Companies, at least 51% shares shall be held by SC/ST promoters.

36.1.2 An MSE bidder shall be defined to be owned by Women entrepreneur: i.e.

- i. In case of Proprietary MSE, Proprietor(s) shall be Woman,
- ii. In case of partnership MSE, the women partners should be holding at least 51% shares in the Unit,
- iii. In case of Private Limited Companies, at least 51% shares shall be held by women promoters.

36.1.3 MSE bidder shall submit the following:

- i. A copy of Certificate as documentary evidence that the bidder is a registered Micro or Small Enterprise.
- ii. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

If the bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012 along with amendments notified vide Government of India Gazette from time to time.

36.1.4 Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following has been notified:

"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and con of all nontax benefits of the category (micro or small or medium) it was in before the reclassification, sequent re-classification, an enterprise shall continue to avail for a period of three years from the date of such upward change".

In compliance to above notification, for upward change in status, MSE bidder is required to submit the requisite certificate to get the MSE benefits.

36.1.5 The benefit of policy is not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

### 36.2 PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

36.2.1 This tender being supply contract, Purchase Preference as admissible under the prevailing procurement policy for MSEs shall be applicable to this tender.

36.2.2 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all



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the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications. Purchase Preference as admissible under the prevailing procurement policy for MII shall be applicable to this tender.

36.2.3 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment

36.2.4 Bidders to provide duly signed & stamped forms under **Form-14** as per format enclosed in the Tender.

### 37.0 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.
2. Any bidder from a country that shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
3. In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered.
4. If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
5. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
6. **"Bidder from a country which shares a land border with India"** for the purpose of this:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above



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**7. "Beneficial owner"** for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**8. "Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

### 9. Submission of Certificate in Bids:

Bidder shall submit a certificate in this regard as **Form 16**.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.



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### 38.0 CONTACTING THE PURCHASER/ CONSULTANT

- 38.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser/ Consultant on any matter related to the bid, it should do so in writing.
- 38.2 Any effort by a Bidder to influence the Purchaser/ Consultant in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

### F. AWARD OF CONTRACT

### 39.0 POST-QUALIFICATION

- 39.1 In the absence of pre-qualification, the Purchaser/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 39.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information, as the Purchaser/Consultant deems necessary and appropriate.
- 39.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

### 40.0 AWARD CRITERIA

The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the **lowest evaluated bid on overall basis**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### 41.0 SPLIT OF AWARD

Applicable as per PP-MII & PP-MSE guidelines as amended from time to time.

### 42.0 DOCUMENT VERIFICATION

Before issuing a Letter of Award (LOA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical/Unpriced bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bids shall be liable to be rejected as nonresponsive in addition to other punitive actions.

In case it is observed, that any bidder has submitted forged documents, necessary action for holidays listing of the bidder in line with OWNER's holiday listing guidelines shall be carried.

### 43.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING THE VALIDITY OF CONTRACT

- 43.1 The Purchaser reserves the right during the validity of contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.



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### 44.0 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

44.1 The Purchaser reserves the right to accept or reject any bid in full or part, to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. Purchaser also reserves the right not to accept lowest rates quoted by the bidder.

### 45.0 NOTIFICATION OF AWARD

45.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Letter of Acceptance (LOA) or registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

45.2 The date of Letter of Acceptance (LOA / First Intimation for notification of award will constitute effective date.

45.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.

45.4 Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause.

45.5 The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.

45.6 Letter of intent read in conjunction with bid documents shall be binding Contract.

### 46.0 CORRUPT OR FRAUDULENT PRACTICES

46.1 It is required that all concerned in the entire procurement process to observe the highest standard of ethics during the said process. In pursuance of this policy, the Purchaser/Consultant:

- a. Defines for the purposes of this provision, the terms set forth below as follows:
  - "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank financed contract.

46.2 The Bidder warrants and undertakes to the Owner that the Bidder:

- a. shall not seek or offer gift, consideration or benefit of any kind, which constitutes illegal or corrupt practice, either directly or indirectly, as an inducement or reward for execution of the Purchase Order/Contract or for carrying out obligations under the Purchase Order/Contract;



## INSTRUCTIONS TO BIDDERS (ITB)



- b. shall ensure that any person who performs or has performed services for or on behalf of Bidder shall comply with this Clause;
- c. has and shall maintain in place effective internal control mechanism to prevent the commission of illegal or corrupt practices, either directly or indirectly, by the Bidder;
- d. from time to time, at the reasonable request of the Owner, will confirm in writing that it has complied with its undertakings in these Clauses and shall provide any information reasonably requested by the Owner in support of such compliance;
- d. shall notify to the Owner as soon as practicable of any breach of any of the undertakings contained within this Clause of which it becomes aware. In the event, the Bidder or such persons engaged by him breaches the requirements under this Clause, the same will constitute a fundamental and material breach of the Tender/Contract/Purchase Order and consequences for such breach, including termination, shall follow.

46.3 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).

### **47.0 DEBARMENT POLICY**

The bidder must go through NEGDCL's Debarment Policy. The complete policy is available at the following link: <https://negdcl.co.in/policies/Debarment%20Policy.pdf>



## **INSTRUCTIONS TO BIDDERS (ITB)**



### **ANNEXURE – I to ITB**

### **POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017**



## INSTRUCTIONS TO BIDDERS (ITB)



No.: FP-20013/24/2017-FP-PNG (E-17013)

Government of India

Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)

\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 21<sup>st</sup> August, 2024

To

1. Chairman, IOCL
2. C&MD, ONGC/ BPCL/ HPCL/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IIPE
10. Secretary, PNGRB
11. CEO & MD, ISPRL

**Subject: Revised Public Procurement (Preference to Make in India) Order, 2017-  
regarding**

Sir/ Madam,

I am directed to forward revised Public Procurement (Preference to Make in India) Order, 2017 dated 19.7.2024 issued by Department for Promotion of Industries and internal Trade (DPIIT), for information and necessary action.

Yours faithfully

*Kala*  
21/8/24  
(Kala)

Under Secretary to the Govt. of India  
Tel.: 011-23381029

Encl.: as above

**Copy to:**

- a. PPS/ PS to Secretary, P&NG
- b. PPS/ PS to AS&FA/ AS, MoPNG
- c. PPS/ PS to JS (G)/ JS(M&OR)/ JS (GP)/ JS (IC)/ JS (IFD)/ DDG, MoPNG



## INSTRUCTIONS TO BIDDERS (ITB)



No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

To

Vanijya Bhawan, New Delhi  
Dated: 19 July, 2024

All Central Ministries/Departments/CPSUs/All concerned

### ORDER

**Subject: Public Procurement (Preference to Make in India), Order 2017-  
Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby Issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 19.07.2024 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) and training them,

### **Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:  
'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

### **Explanatory notes for calculation of local content given above**

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.



## INSTRUCTIONS TO BIDDERS (ITB)



c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

*'Class-I local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

*'Class-II local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

*'Non - Local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

*'L1'* means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*'Margin of purchase preference'* means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

*'Nodal Ministry'* means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

*'Procuring entity'* means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.



## INSTRUCTIONS TO BIDDERS (ITB)



'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

### 2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

### 3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

### 3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes.
- Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

### 3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)



## INSTRUCTIONS TO BIDDERS (ITB)



above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders-** In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least



## INSTRUCTIONS TO BIDDERS (ITB)



50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

### **4A. Exemption in sourcing of spares and consumables of closed systems:**

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' / 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for



## INSTRUCTIONS TO BIDDERS (ITB)



display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

### 9. Verification of local content:

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9



## INSTRUCTIONS TO BIDDERS (ITB)



i below.

- I. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.
10. **Specifications in Tenders and other procurement solicitations:**
  - a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
  - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
  - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
  - d. **Reciprocity Clause**
    - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
    - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
    - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
    - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
    - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
  - e. Specifying foreign certifications/ unreasonable technical specifications/



## INSTRUCTIONS TO BIDDERS (ITB)



brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- 13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.
14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

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## INSTRUCTIONS TO BIDDERS (ITB)



procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

**15. Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

**16. Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade - Chairman  
Secretary, Commerce—Member

Secretary, Ministry of Electronics and Information Technology—Member Joint  
Secretary (Public Procurement), Department of Expenditure—Member Joint  
Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization



## INSTRUCTIONS TO BIDDERS (ITB)



- g. may consider any other issue relating to this Order which may arise.
- 18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
- 19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
- 20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

  
19/7/24  
(Himani Pande)  
Additional Secretary to the Government of India  
Tel: 011-23038888  
E-mail: ashp.dpiit@gov.in



## **GENERAL CONDITIONS OF CONTRACT (GCC)**



### **SECTION – III**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**



# GENERAL CONDITIONS OF CONTRACT (GCC)



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## GENERAL CONDITIONS OF CONTRACT (GCC)



### 1.0 DEFINITIONS

In this document, General Conditions of Contract (GCC Goods), the following terms shall have the following respective meanings:

- 1.1 **BIDDER:** Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.2 **Deleted.**
- 1.3 **CONTRACT** shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.4 **CONTRACT PRICE** shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.5 **COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.6 **COMMERCIAL OPERATION** shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.7 **DELIVERY** terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.8 **DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.9 **ENGINEER** or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.10 **FINAL ACCEPTANCE** shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.11 **GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.12 **INSPECTOR** shall mean any person or outside Agency nominated by PURCHASER through to inspect equipment, stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.13 **INITIAL OPERATION** shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.14 **PURCHASER** shall mean North East Gas Distribution Company Ltd. having its registered office at G.S. Road, Guwahati Assam-781005. The term PURCHASER includes successors, assigns of NEGDCL.



## GENERAL CONDITIONS OF CONTRACT (GCC)



- 1.15 **PERFORMANCE AND GUARANTEE TESTS** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- 1.16 **SELLER** shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.17 **SERVICE** shall mean erection, installation, and testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.18 **SITE** designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.19 **SPECIFICATIONS** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.20 **SUB-CONTRACT** shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.21 **SUB-CONTRACTOR** shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.22 **START-UP** shall mean the time period required to bring the equipment's covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipment's covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.23 **TESTS** shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.24 **TESTS ON COMPLETION** shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 1.25 **FOB** means Free on Board; the FOB term requires the seller to clear the goods for export.
- 1.26 **FOT** means Free on Trucks, and refers to goods being carried by truck.
- 1.27 **CIF** means Cost, Insurance and Freight. Seller must pay the costs and freight includes insurance to bring the goods to the port of destination.
- 1.28 **CFR** means Cost and freight. The seller pays for the carriage of the goods up to the named port of destination.



## GENERAL CONDITIONS OF CONTRACT (GCC)



### 2.0 SELLER TO INFORM

The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfil his obligation under the Contract.

### 3.0 APPLICATION

These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 4.0 COUNTRY OF ORIGIN

For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

### 5.0 SCOPE OF CONTRACT

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high-grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish twelve (12) copies in English language of technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER consequent to furnishing of incorrect data/drawings.
- 5.6 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.7 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.



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- 5.8 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.
- 5.9 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

### 6.0 STANDARDS

The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

### 7.0 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- 7.2 All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
- 7.3 All the work shall be carried out under the direction of and to the satisfaction of PURCHASER.
- 7.4 All communications including technical/ commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
- 7.5 Invoices for payment against CONTRACT shall be addressed to PURCHASER.
- 7.6 The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

### 8.0 CONTRACT OBLIGATIONS

If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract. Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

### 9.0 MODIFICATION IN CONTRACT

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or



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commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER by issuing amendment to the CONTRACT.

Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

9.2 PURCHASER shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

### 10.0 USE OF CONTRACT DOCUMENTS & INFORMATION

10.1 The Seller shall not, without the PURCHASER's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

### 11.0 PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS

11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have.

11.2 The SELLER shall indemnify the PURCHASER against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

The SELLER shall indemnify the PURCHASER against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof pay or incur by reason of any such suit or proceedings.

11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependents, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

### 12.0 PERFORMANCE GUARANTEE



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- 12.1 Within 21 days after issue date of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.
- 12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantees/Guarantee.
- 12.3 The performance guarantee shall be denominated in the currency of CONTRACT.
- 12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantees/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantees obligations, under the CONTRACT.

### 13.0 INSPECTION, TESTING & EXPEDITING

- 13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination. When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant to the execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools,



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instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

- 13.8 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.9 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.10 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.11 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.12 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 13.13 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.14 **INSPECTION & REJECTION OF MATERIALS BY CONSIGNEES** When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

### 14.0 TIME SCHEDULE & PROGRESS REPORTING

- 14.1 **TIME SCHEDULE NETWORK/BAR CHART**
- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.



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14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

### 14.2 PROGRESS TREND CHART/MONTHLY REPORT

14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.

14.2.4 PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

14.2.5 Irrespective of such inspection, SELLER shall advise to PURCHASER, at the earliest possible date of any anticipated delay in the progress 14.4. Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part.

### 15.0 DELIVERY & DOCUMENTS

15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

15.2 Delivery shall be deemed to have been made:

a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.

b) In case of FOT dispatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.



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- c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

### 16.0 TRANSIT RISK INSURANCE

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements:

Indigenous Bidders: Transit risk insurance from F.O.T. dispatch point onwards shall be arranged and borne by NEG DCL.

Foreign Bidders: Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by NEG DCL.

The SELLER shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials, for each equipment.

- 16.3 PURCHASER'S INSURANCE AGENT:

[The name and address-as mentioned under SCC]

### 17.0 TRANSPORTATION

- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, up to and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for, by the SELLER and the cost thereof shall be included in the Contract price.
- 17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF,



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transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

### 18.0 INCIDENTAL SERVICES

- 18.1 The Seller may be required to provide any or all of the following services:
  - 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods;
  - 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods;
  - 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.
  - 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within three (03) days for emergency action and twenty- one days for medium and long-term assistance, from the date of notice given by Purchaser.

### 19.0 SPARE PARTS, MAINTENANCE TOOLS, LUBRICANTS

- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
  - 19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and
  - 19.1.2 In the event of termination of production of the spare parts:
    - i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
    - ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.
- 19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements Purchaser to procure needed requirements, and along with full details of manufacturers/vendors for such spares/maintenance tools for:
  - 19.2.1 The construction, execution and commissioning.
  - 19.2.2 Two years operation and maintenance.
- 19.3 Spare parts shall be new and of excellent quality as per engineering standards/ codes, free of



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any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.

- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
- 19.8 Lubricants
  - 19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
  - 19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
  - 19.8.3 Seller shall indicate various equivalent lubricants available in India.

### 20.0 GUARANTEE

- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract. If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or eighteen (18) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly



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guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/ materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

### 20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER.

### 21.0 TERMS OF PAYMENT

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfilment of other obligations stipulated in the Contract.

21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained

#### **GENERAL NOTES:**

i) For dispatches on FOT dispatch point (in India) basis, the payment shall be through



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PURCHASER's bank/ Net Banking i.e. NIFT, RTGS. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.

- ii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iii) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- iv) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
- v) In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself

### 22.0 PRICES

Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

### 23.0 SUBLetting & ASSIGNMENT

The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

### 24.0 TIME AS ESSENCE OF CONTRACT

The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

### 25.0 DELAYS IN THE SELLER'S PERFORMANCE

25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right:

- i) Hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- ii) Cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) Hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.



## GENERAL CONDITIONS OF CONTRACT (GCC)



25.2 Any inexcusable delay by the SELLER or his sub- contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

### 26.0 PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY

26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1 LIQUIDATED DAMAGES: Deductions shall apply as per following formula: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by 0.5% (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

26.4 In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % per week of delay or part thereof of the delayed delivery value maximum upto 5% of the total order value.

26.5 The PRS shall be applicable in the same way where individual release order against ARC shall be taken as independent order."

26.6 The value referred in PRS Clause is excluding taxes and duties.



## GENERAL CONDITIONS OF CONTRACT (GCC)



### 27.0 REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT

- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with.

### 28.0 TERMINATION OF CONTRACT

#### 28.1 Termination for Default

- 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part
  - A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
  - B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
  - C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
- 28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.
- 28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by NEGDC Against any type of tender nor their offer will be considered by NEGDC against any on-going tender (s) where contract between NEGDC and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by NEGDC to such VENDOR.

#### 28.2 Termination for Insolvency

- 28.2.1 The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.



## GENERAL CONDITIONS OF CONTRACT (GCC)



### 28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

### 29.0 FORCE MAJEURE

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within two (2) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER reserves the right to cancel



## GENERAL CONDITIONS OF CONTRACT (GCC)



the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere

### 30.0 RESOLUTION OF DISPUTES

- 30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.
- 30.3 Legal Construction

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Guwahati, Assam.

### 31.0 GOVERNING LANGUAGE

The Contract shall be written in English language as specified by the PURCHASER in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

### 32.0 NOTICES

- 32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by email, confirmed in writing.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.



## GENERAL CONDITIONS OF CONTRACT (GCC)



### 33.0 TAXES & DUTIES

- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However applicable GST on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

### 34.0 BOOKS & RECORDS

SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

### 35.0 PERMITS & CERTIFICATES

SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

### 36.0 GENERAL

- 36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.
- 36.3 Recovery of sums: -

Due All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise.



## GENERAL CONDITIONS OF CONTRACT (GCC)



If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

### 36.4 Payments, etc. not to affect rights of the PURCHASER

No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfilment of the CONTRACT.

### 36.5 Cut-off Dates: -

No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

## 37.0 IMPORT LICENSE

No import license is required for the imports covered under this document.

## 38.0 FALL CLAUSE

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. Or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Department. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- Exports by the Contractor/Supplier or
- Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
- Sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order: -

"I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the NEGDCL under the order herein and such items/goods/materials have not been offered/ sold by me/us to any person/organizations including the Purchaser or any Department of Central Govt. or any Department of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the NEGDCL under the order".



## GENERAL CONDITIONS OF CONTRACT (GCC)



Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-Para 38.2 above, of which details shall be furnished by the supplier.

### 39.0 PUBLICITY & ADVERTISING

Seller shall not without the written permission of PURCHASER make a reference to PURCHASER or any Company affiliated with PURCHASER or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

### 40.0 REPEAT ORDER

PURCHASER reserves the right, within 6 months of order to place repeat order up to 50% of the total order value without any change in unit price or other terms and conditions.

### 41.0 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.



ENERGISING QUALITY

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**



### **SECTION-IV**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**



## **SPECIAL CONDITIONS OF CONTRACT (SCC)**



### **SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

#### **1.0 INTERPRETATIONS**

- 1.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- 1.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- 1.4 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 1.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

#### **2.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES**

Within 30 days of execution of the contract agreement, the contractor shall register themselves and the contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner for record.

#### **3.0 RECORDS OF CONTRACT DOCUMENTS**

The Contractor shall keep on each site at least three copies of each and every drawing, specifications and Contract Document in excess of his own requirement and those copies shall be available at all times for use by the Owner's Representative and by any other person authorized by the Owner's representative.

#### **4.0 INTELLECTUAL PROPERTY – SECRECY**

Neither the Owner nor the Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works



## **SPECIAL CONDITIONS OF CONTRACT (SCC)**



or in the event of termination pursuant to the provisions of the Contract, Contractor shall immediately return to the Owner all drawings, plans, specifications and other documents supplied to the contractor by or on behalf of the Owner or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

### **5.0 STATUTORY VARIATIONS IN TAXES**

Bidder shall be required to quote their unit rates for the SOR items inclusive of all applicable taxes & duties, freight including Insurance & GST on completed works as defined in the tender document. Any statutory variation in GST on completed works during the scheduled completion period only shall be considered by the owner against documentary evidence.

### **6.0 ADVANCE PAYMENT**

No advance shall be paid under this tender.

### **7.0 TERMS OF PAYMENTS**

7.1 The SCC provisions shall supplement GCC clause 21.0 as detailed below:

**Invoice shall be prepared and payment shall be released for supply of meters as under:**

90% of the invoice value along with taxes and duties shall be paid progressively within thirty (30) days after receipt of Goods by Purchaser at designated NEG DCL Site / store upon submission of the following

- i. Commercial invoice in triplicate
- ii. GST invoice
- iii. LR or GR (original)
- iv. Packing List
- v. Despatch clearance issued by Purchaser / Consultant
- vi. Insurance Policy
- vii. Inspection release note issued by Purchaser/ Consultant/ TPIA
- viii. Certificate of receipt of goods at Purchaser's store

10% of the invoice value shall be paid within thirty (30) days on receipt and acceptance of complete materials at storage yard against submission of Claim Advice / Supplementary Invoice along with confirmation by Purchaser/Purchaser's agency against receipt of documents as specified in Tender / Vendor Data Requirement in MR.

### **8.0 MODE OF PAYMENT**

Payment shall be released to, as per clause 6.0 above, of receipt of invoice with all relevant / supporting documents, by NEG DCL through cheque/ RTGS.

### **9.0 DELIVERY AND DOCUMENTS**

The SCC provisions shall supplement GCC clause 15.0 as detailed below:

9.1 Upon delivery of the Goods to the transporters/carriers, the Supplier shall notify the Purchaser/ Consultant through fax/mail the documents. The bidder will also indicate likely date of arrival to the



## SPECIAL CONDITIONS OF CONTRACT (SCC)



Purchaser/ Consultant:

- (a) LR or GR
- (b) Packing List showing weight and dimension of each package
- (c) Material Test Certificate
- (d) Manufacturer's factory inspection complying the technical specification as per tender
- (e) Inspection release note issued by Purchaser/ Consultant/ TPIA
- (f) Insurance Policy
- (g) Guarantee / Warranty Certificate
- (h) Dispatch clearance issued by Purchaser/ Consultant
- (i) Invoice

9.2 The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

9.3 The Bidder to ensure that Purchase order must be appearing in LR/ GR, Invoices and Packing List. Bidders to also ensure that description of goods in all the despatch documents should be exactly same as per the Purchase Order.

### **10.0 ORDER OF DOCUMENT PRECEDENCE**

10.1 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates and any other portion of Bidding Document the following shall prevail to the extent of such irreconcilable conflict in order of precedence.

1. Letter of Acceptance
2. Schedule of Rates as enclosures to Letter of Acceptance
3. Special Conditions of Contract
4. Job / Particular Specifications
5. Scope of Work
6. Drawings
7. Technical / Material Specifications
8. General Conditions of Contract
9. Indian Standards
10. Other applicable Standards

### **11.0 TERMINATION AND FAILURE CLAUSE**

11.1 Time and date of delivery shall be the essence of the contract.

11.2 If the contractor/ supplier fails to complete the work / deliver the entire quantity of goods ordered or a part thereof within the period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to any other right or remedy available to him recover damages for breach of the



## SPECIAL CONDITIONS OF CONTRACT (SCC)



contract in form of recovering the compensation / Price Reduction Schedule / termination of the contract whichever is in the interest of the company, in accordance with the provision of contract

Termination of the contract as provided for above shall not prejudice or affect the rights of the owner, which may have accrued up to the date of such termination

Termination and failure may also attract provisions of Holiday Listing Policy.

### 11.3 Grounds of termination:

NEGDCL shall be at liberty to terminate the contracts at its sole discretion on any of the following grounds:

- i If the contractor has got the contract by fraudulent means or suppression of material fact, which would have bearing on the award of contract.
- ii The contractor goes insolvent
- iii If the continuance of the business is stopped by any court of law or any authority of Government
- iv In case the contractor is the company and has been wound up by the court
- v In case of proprietorships firm, if the firm gets dissolved
- vi In case of partnership firm, if the partner goes mentally insane
- vii The contractor breaches any of the provision of the contract then NEGDCL shall have liberty to terminate the contract
- viii The termination of the contract should be done after following the due process as per provisions of the contract

## 12.0 RESOLUTION OF DISPUTE (ARBITRATION)

GCC Clause 30.0 is modified as below:

- 12.1 Except as otherwise provided in the Contract where decision of Engineer-in-Charge is final and binding on the contractor, in the event of any claims, disputes or differences arising out of or in connection with this Agreement, the same shall be settled through Arbitration as provided hereunder. The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.
- 12.2 Pursuant to such notice, the Parties hereto shall promptly and in good faith attempt to resolve such claim or dispute or difference through discussions and negotiations with a view to bring out an amicable resolution and settlement.
- 12.3 If the said claim or dispute or difference is not resolved through discussions and negotiations within thirty (30) days from the written notice of dispute, then either Party may give notice in writing to the other Party of its intention to commence arbitration proceedings, as hereinafter provided, as to the matter in dispute, difference or claim, and no arbitration proceedings in respect of this matter shall commence unless such written notice of arbitration is served upon the other Party.
- 12.4 The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by NEGDCL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from NEGDCL shall comprise of persons with the requisite technical expertise and relevant experience.



## SPECIAL CONDITIONS OF CONTRACT (SCC)



- 12.5 Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of NEG DCL or of any other public sector entity or with regard to such persons holding shares in the Company.
- 12.6 If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by NEG DCL, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and NEG DCL shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator.
- 12.7 The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration proceedings shall be in Guwahati, Assam and shall be conducted in English Language. The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.
- 12.8 The fees of the Arbitral Tribunal shall be determined as per 4th Schedule of the Arbitration and Conciliation Act, 1996, as amended from time to time, and the Parties to the arbitration proceedings shall equally share the costs and expenses of any such arbitration proceedings.
- 12.9 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Agreement unless they otherwise mutually agree in writing.
- 12.10 Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

### 13.0 INSPECTION AND REJECTION OF GOODS BY CONSIGNEE

When goods are rejected by consignee, the supplier shall be intimated promptly with the details of such rejected goods with reasons, also giving locations where such goods are lying at the risk and cost of the party. The party will be called upon either to remove the goods or to give instructions to its disposal within 14 days and in case of dangerous and perishable goods within 48 hours failing which the consignee will return the goods to the party on freight to pay or dispose it at the site on contractor's risk and cost. The purchaser shall be entitled to recover handling and storage charges for the period during which the rejected goods are not removed 5% of the value of goods (inclusive of all taxes) for each month or part of a month till the rejected goods are finally disposed off.

### 14.0 TENDERS NOT IN PRESCRIBED FORMS

If quotations are received from the party in their own format instead of on the prescribed format against open / limited tender, such quotations may not be considered for evaluation.

### 15.0 TENDERS NOT CONFORMING TO SPECIFICATIONS

Tenders which do not conform to the specifications are to be outrightly rejected. Lowest tender may be determined amongst those bidders which are in full conformity with the specifications.

### 16.0 APPLICABLE LAW

The contract shall be governed and interpreted in accordance with laws of India and court of competent jurisdiction of Guwahati, Assam shall have exclusive jurisdiction to try such suits.



## SPECIAL CONDITIONS OF CONTRACT (SCC)



### 17.0 COMPLIANCE OF LAWS

- 17.1 The bidder deploying 20 (twenty) or more workmen as contract labour not only for this project but for all his projects being executed against the same GST number shall have to obtain license from appropriate licensing authority, if required. The bidder (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.
- 17.2 The Bidder shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the bidder for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The bidder shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.
- 17.3 The bidder shall not engage /deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.
- 17.4 The installations where job is to be carried out are live and have hydrocarbon environment. Bidder shall comply with all safety and security rules and regulations and other rules laid down by OWNER. It shall be the duty/responsibility of the bidder to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the bidder's personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.
- 17.5 The bidder shall arrange for insurance of all this worker engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. OWNER has to pay compensation for a workman employed by the bidder due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the bidder and /or security deposit.

### 18.0 THE ENGINEER- IN- CHARGE SHALL HAVE POWER TO

- i. Issue the contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the contractor shall carry out and bound by the same.
- ii. During the concurrency of this contract, OWNER can increase and/or decrease the number of the services/ technicians to meet contractual requirements.
- iii. Order the contractor to remove or replace any workman whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the contractor.

### 19.0 INDEMNITY

Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings,



## SPECIAL CONDITIONS OF CONTRACT (SCC)



claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the contractor immediately on receipt of LOA).

### 20.0 CONTRACTOR'S RESPONSIBILITY

The contractor shall depute his Supervisor for supervision of the services to receive instructions from Engineer-in-Charge or his representative

#### Employment Liability of Contractor

The contractor shall indemnify OWNER & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employer for the execution of this contract at any time during/after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and OWNER shall have no responsibility towards them.

- 20.1 The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of the Owner's representative.
- 20.2 The contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 20.3 The contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor. The contractor shall ensure regular and effective supervision of the personnel deployed by him.
- 20.4 The contractor shall be liable for making good all damages/losses arising out of loss or theft of each handled, leakage, pilferage of any office, furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him/work carried out by them.
- 20.5 During the concurrency of the job, if the work progress does not commensurate with the time elapsed in respect of any person/persons engaged by the contractor; the contractor shall be liable to pay the compensation to the Owner as may be considered reasonable by the Owner.

### 21.0 SHIPMENT

The Bidder shall make shipment only after obtaining despatch clearance from Purchaser.

### 22.0 STATUTORY APPROVALS

- 22.1 General permissions shall be obtained by the Purchaser. However, working approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor.
- 22.2 The Contractor shall arrange the inspection of the work by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However,



## SPECIAL CONDITIONS OF CONTRACT (SCC)



Owner will reimburse the statutory fees paid by the contractor, if any, to the Contractor at actual on production of documentary evidence for all inspections and approval to such authorities.

22.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor without additional cost to Owner. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

### 23.0 PACKING

23.1 Packing shall be capable of withstanding rough sea weather for a minimum period of 2 to 3 months and shall be commensurate with the best commercial export practice in case of sea freight.

23.2 Items shipped in bundle must be securely tied with steel wire or straps at suitable intervals

23.3 Fragile articles shall be packed with special precaution and shall bear the marking like 'Fragile Handle with Care' and 'This side Up' etc. Items shipped in bundle must be securely tied with steel wire or straps at suitable intervals.

23.4 All delicate surface on equipment' materials shall be carefully protected and painted with protective paint compound and wrapped to prevent rusting and damage.

23.5 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs,

Gross Wt..... Kgs.

Dimensions.....X.....X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

23.6 Attachments and parts of equipment and small pieces shall be packed in wooden cases with adequate protection inside the case and wherever possible should be sent along with the major equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

23.7 All protrusions shall be suitably protected and openings shall be blocked by wooden covers.

23.8 Wherever required material shall be packed wooden box along with polythene sheet

23.9 Wherever required, equipment' material shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags for protecting them.

23.10 Further, bidder shall also refer Technical Volume for details.

### 24.0 GUARANTEE

GCC clause 20.1 is modified as below:

24.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S



## SPECIAL CONDITIONS OF CONTRACT (SCC)



agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract. If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of successful commissioning of individual equipment or eighteen (18) months after the date of last shipment whichever is earlier and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/ materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

### 25.0 CONTRACT-CUM-EQUIPMNET e-PERFORMANCE BANK GUARANTEE

GCC clause 12.0 is modified as below:

- 25.1 The successful bidder shall furnish to the purchaser the Contract-cum-Equipment e-Performance Bank Guarantee (e-CPBG) equivalent to **5%** of the total order value (total order value i.e. supply plus services, will be inclusive of all taxes, duties and charges towards transportation etc. up to NEGOCIL site/store) within a period of twenty one (21) Days from the date of issue of LOA/ Purchase Order.
- 25.2 The Contract Performance Bank Guarantee should be kept valid for 90 days beyond the guarantee / warranty / defect liability period of the contract
- 25.3 All bank guarantees will also have 30 days claim period beyond expiry date.
- 25.4 The proceeds of the Contract-Cum-Equipment e-Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss or damage resulting from the Supplier's failure to complete its obligations under the Agreement.
- 25.5 The Contract-Cum-Equipment e-Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.
- 25.6 A bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India and registered with RBI.



ENERGISING QUALITY

## SPECIAL CONDITIONS OF CONTRACT (SCC)



North East  
Gas Distribution  
Company Limited

Fuelling dreams for a  
sustainable tomorrow

25.7 The Contract e-Performance Guarantee will be discharged by the Owner and returned to the Supplier not later than thirty (30) days following the date of completion of all the Supplier's performance obligations under the Contract, including any warranty obligations.

25.8 The contractor must submit CPBG within a period of Twenty-One (21) days from the date of issue of LOA/ Purchase Order. Delay of more than 21 days from the date of LOA / PO, in submitting CPBG of requisite amount as well as timely extension of value and / or validity of CPBG shall attract a penalty of **INR 5000/-** per week or part thereof.

25.9 NEGDCL Banking details for CPBG  
Bank Guarantee to be issued in favour of;  
North East Gas Distribution Company Limited  
Bank Details : 50200082393085  
IFSC : HDFC0001474  
MICR: 781240007  
GST : 18AAJCN0164E1ZM

25.10 The bidder has to share the confirmation on issuance of BG and has to send the SFMS Message for the above-mentioned BG issued by the bank.

### 26.0 TRANSIT RISK INSURANCE

GCC clause 16.0 is modified as below:

Transit insurance shall be under supplier's scope

### 27.0 COMMERCIAL LOADING

Not Applicable

### 28.0 CORRESPONDING ADDRESS

#### 28.1 PURCHASER:

North East Gas Distribution Company Limited (NEGDCL)  
5th Floor, Central Mall, GS Road, Christian Basti  
Guwahati, Kamrup, Assam – 781005  
Contact Person: Mr. Bidyut Paban Saikia, Mr. Bhaskar Goswami  
Telephone: +91 7002692397, 9730131708  
Email: [bidyut\\_saikia@oilindia.in](mailto:bidyut_saikia@oilindia.in); [contracts@negdcl.co.in](mailto:contracts@negdcl.co.in)

#### 28.2 CONSULTANTS:

VCS Quality Services Pvt. Ltd.  
Unit no. 1116 - 1121, Tower 4, 11th Floor,  
Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P  
Telephone: +91 9105709079/8076548002/8010489356/9713744455  
Email: [hk.sharma@vcsprojects.com](mailto:hk.sharma@vcsprojects.com); [rachna.shukla@vcsprojects.com](mailto:rachna.shukla@vcsprojects.com);  
[rajesh.sharma@vcsprojects.com](mailto:rajesh.sharma@vcsprojects.com), [sachin.singh@vcsprojects.com](mailto:sachin.singh@vcsprojects.com); [durgesh.baghel@vcsprojects.com](mailto:durgesh.baghel@vcsprojects.com)



ENERGISING QUALITY

## FORMS & FORMATS



### SECTION - V

## FORMS & FORMATS



ENERGISING QUALITY

## FORMS & FORMATS

**Form 1**  
**BIDDER'S GENERAL INFORMATION**  
**(Information must be provided on bidder's letterhead)**

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Address of Registered Office: \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN \_\_\_\_\_

1-4 Operation Address  
(If different from above):  
\_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN \_\_\_\_\_

1-5 Telephone Number: \_\_\_\_\_  
(Area Code) (Telephone Number)

1-6 Mobile Number, if any  
\_\_\_\_\_

1-7 E-mail address:  
\_\_\_\_\_

1-8 Website:  
\_\_\_\_\_

1-9 Fax Number:  
(Area Code) (Telephone Number)

1-10 ISO Certification, if any {If yes, please furnish details} \_\_\_\_\_  
\_\_\_\_\_

1-11 Bank's Name :  
\_\_\_\_\_

1-12 Bank's Branch :  
\_\_\_\_\_

1-13 Branch Code :  
\_\_\_\_\_

1-14 Bank account number :  
\_\_\_\_\_



## FORMS & FORMATS



1-15 IFSC Code: \_\_\_\_\_

1-16 MICR Code: \_\_\_\_\_

1-17 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd.: \_\_\_\_\_

1-18 If others, please specify \_\_\_\_\_

1-19 **Details of Directors/ Proprietors/ Partners** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents.**

1-20 PAN No.: \_\_\_\_\_

1-21 EPF No.: \_\_\_\_\_

1-22 GST Registration no.  
(If registered) \_\_\_\_\_

1-23 If unregistered (Reason)

- a) Turnover threshold
- b) Providing exemption goods/services
- c) Others (specify)

(SIGNATURE OF BIDDER WITH SEAL)

Note:

- 1 The above required information is required on the bidder's letterhead.
- 2 Bidders have to submit supporting documents for the above details including the following:
  - a. PAN card copy
  - b. GST certificate copy (of the same state as the office address mentioned above)
  - c. Cancelled cheque of the bank account mentioned above



## FORMS & FORMATS



### Form 2 DEVIATION FORM (On Bidder's letter head)

M/S NEGDCL,  
GUWAHATI, KAMRUP, ASSAM

#### Notes

- 1) BIDDER may give here a consolidated list of deviations / clarifications / comments for all sections of the bid documents which for an appropriate offer are considered unavoidable by him.
- 2) Deviations / clarifications mentioned elsewhere in the offer shall not be binding on the NEGDCL and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
- 3) BIDDER shall state the reason for the deviations in the remark column.
- 4) Only the deviations listed herein, in conjunction with the original Tender shall constitute the contract document for the award of the job to the BIDDER.
- 5) Any clarification raised by the Purchaser/ Consultant should be resolved within 10 days failing which the bid is liable for rejection.

Sec No./ Cls. No.	Page No.	Requirements as per tender	Deviation by Bidder	Clarification/ Comments by Bidder	Remarks
1)					
2)					
3)					
4)					
5)					
6)					

The bidder confirms that all clauses of the tender document, which are not listed above are fully complied by the bidder.

(Signature of the bidder)



## FORMS & FORMATS



### Form 3

#### FORMAT FOR DETAILS OF SIMILAR GOODS/ WORK/ SERVICES SUPPLIED/ DONE DURING PAST 7 YEARS FOR TECHNICAL BEC QUALIFICATION

Sr. no.	Description of the goods/ works/ services	LOA/ PO/ WO no. & date	Full proposal, address & phone nos. of client Name, designation & address of engineer/officer-in-charge(for cases other than purchase)	Value of Contract/ Order (Specify Currency amount)	Date of Commencement of work/ services or supply of goods	Scheduled completion time(months) delivery schedule	Date of actual completion/ supply	Reasons for delay in execution, if any	Project cost
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

[Sign. of authorized signatory of bidder]

Name:

Designation:

Date:



## FORMS & FORMATS



### Instructions:

1. Copies of letter of awards/ order/ work orders and completion certificate (in case of works/services) or IRN/ Proof of delivery (in case of supplies, if applicable) to be enclosed.

**Note: Completion certificate shall clearly mention the LOA/ PO/ WO no. along with the total awarded value and total executed value separately (under a single Contract/ PO/ WO/ LOA), otherwise completion of such contract/ order shall not be considered for evaluation.**

2. The supply/ work/ services completed earlier than 7 years shall not be indicated here.
3. The list of supply/ work/ services not of similar nature shall not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
4. Bidders are expected to provide details in respect of each order in this Annexure. The orders cited must comply with the bid evaluation criteria specified in Tender Document. Details provided in this section is intended to serve as a backup for information provided in Offer/ Quotation. Bidder should also refer to the instructions below.
5. A separate sheet should be filled for each LOA/ work order/ purchase order.

It may be noted that in the absence above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.



ENERGISING QUALITY

## FORMS & FORMATS



### Form 4 CERTIFICATE REGARDING SUPPLY OF GOODS/WORKS/SERVICES FOR TECHNICAL BEC QUALIFICATION

The LOA/ PO/ WO no. .... dated..... was awarded to ..... (Name of the bidder) by..... (Name of the client) to execute..... (Name of the supply/ work/ service). The Supply/ works/ services commenced on ..... (Date) was/ is likely to be completed on ..... (Date, if any). It is certified that the total value of contract/order executed by..... (Name of bidder) was ..... (Specify currency & amount) and executed value was ..... (Specify currency & amount).

**[Sign. of authorized signatory of bidder]**

**Name:**

**Designation:**

**Date:**



## FORMS & FORMATS



**Form 5**  
**CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**  
**FORMAT FOR STATUTORY AUDITOR'S / CHARTERED ACCOUNTANT\***  
**(For supply of Goods/Works/Services)**

We have verified the Annual Accounts and other relevant records of M/s. \_\_\_\_\_ (Name of bidder) and certify the following:

**ANNUAL TURN OVER OF LAST 3 YEARS:**

Year	Amount(Currency)
Year1: 20__ -__	
Year2: 20__ -__	
Year3: 20__ -__	
<b>Average Annual Turnover for last three</b>	

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

Description	Year 20__ -__
	Amount(Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation: Seal:

Membership No.  
UDIN No.

**Instructions:**

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personal being considered as non-responsive.
3. for the purpose of this Tender document (i) Annual Turnover shall be "Sale value/ Operating income" (ii) Working capital shall be "Current Assets less Current Liabilities" and (iii) Net Worth shall be "Paidup share capital and Free reserves & Surplus".

(SIGNATURE OF BIDDER WITH SEAL)



## FORMS & FORMATS



### Form 6 DECLARATION

(On Bidder's letter head)

M/s. North East Gas Distribution Company Limited (NEGDCL)  
5th Floor, Central Mall, GS Road, Christian Basti  
Guwahati, Kamrup, Assam - 781005

We confirm that we are not under any liquidation, court receivership or similar proceedings.

We also confirm that we have not been put on Holiday by NEGDCL, AGCL, Oil India or banned / blacklisted by Govt. Department on due date of submission of Bid. Further, neither we nor our allied agency/ies are on banning list of NEGDCL, AGCL, OIL India or MOPNG.

SEAL AND SIGNATURE OF BIDDER



## FORMS & FORMATS



**Form 7**  
**DECLARATION OF TENDER DOCUMENT PURCHASED/ DOWNLOADED**  
**(On Bidder's letter head)**

Ref. No.

Date:

M/s. North East Gas Distribution Company Limited (NEGDCL)  
5th Floor, Central Mall, GS Road, Christian Basti  
Guwahati, Kamrup, Assam - 781005

**Sub: Bid Document no. ....for.....**

Sir,

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation form is not to be taken into account. Also, no alterations have been made to the original tender document as provided by NEGDCL.

Yours faithfully,

Signature  
Name & Designation  
For and on behalf of



## FORMS & FORMATS



**Not Applicable**

### **Form-8**

#### **COVERING LETTER ON LETTER HEAD FOR STATUTORY AUDITOR /CHARTERED ACCOUNTANT / CHARTERED ENGINEER**

To, \_\_\_\_\_ Date: \_\_\_\_\_

Subject: Certificate regarding .....

Dear Sir,

We..... (Name of the Statutory Auditor/ Chartered Accountant / Chartered Engineer) are the Statutory Auditor/ Chartered Accountant / Chartered Engineer of M/s. .... (Name of the bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place: \_\_\_\_\_ (Signature)

Date: \_\_\_\_\_ Name of Authorized Signatory

Membership No.

Encl.: As above

UDIN:



## FORMS & FORMATS



Not Applicable

### Form 9 PRO FORMA FOR LETTER OF AUTHORITY

Ref. No. \_\_\_\_\_ Date: \_\_\_\_\_

M/s. North East Gas Distribution Company Limited (NEGDCL)  
5th Floor, Central Mall, GS Road, Christian Basti  
Guwahati, Kamrup, Assam - 781005

Sub: Bidding Document for

Sir,

We \_\_\_\_\_ hereby authorize following  
representative(s) to attend the Un-priced Bid opening and Priced Bid opening against above Bidding  
Document:

1. Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

2. Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.

Yours faithfully,

Signature  
Name & Designation  
For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person  
competent and having the power of attorney to bind the bidder.

SEAL OF THE COMPANY



## FORMS & FORMATS



### Form F-10

#### Details of litigation (on Bidder's letter head)

**Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.**



## FORMS & FORMATS



### Form 11

#### BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.:

Date:

To

M/S NORTH EAST GAS DISTRIBUTION COMPANY LIMITED,  
GUWAHATI, KAMRUP, ASSAM.

TENDER NO. \_\_\_\_\_ FOR SUPPLY OF \_\_\_\_\_

WHEREAS..... (HEREINAFTER CALLED 'THE Bidder' has submitted his Bid dated..... for supply of ..... (Herein after called 'The Bid') KNOW ALL MEN by these presents that WE ..... (hereinafter called 'The Bank') are bound unto NORTH EAST GAS DISTRIBUTION COMPANY LIMITED, 5th Floor, Central Mall, GS Road, Christian Basti Kamrup, Assam – 781005 (herein after called 'NEGDCL') in the sum of ..... for which payment well and truly made to NEGCL, the BANK binds itself its successor and assigns by these presents. Sealed with the Common Seal of the said BANK this ..... day of .....2026.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by NEGCL during the period of bid validity
  - a) Fails or refuses to execute the Contract Form, if required; or
  - b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to the Bidder.

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

The Guarantee will remain in force up to and including 60 days after the period of bid validity and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name & address of Witness:

Date:



## FORMS & FORMATS



### Form 12

#### FORMAT FOR BIDDER'S PRE-BID QUERIES

M/s. North East Gas Distribution Company Limited (NEGDCL)  
5th Floor, Central Mall, GS Road, Christian Basti  
Guwahati, Kamrup, Assam - 781005

Subject: Tender No. ..... for .....

Sl. No.	Reference of Bidding Document				Bidder's Query
	Sec No.	Page No.	Clause No.	Description	

Note: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.



## **FORM -13**

## BANK MANDATE FORM

- 1 Bidder Name
- 2 Bidder Code
- 3 Address of the Bidder
- 4 Particulars of Bank Account of Bidder
  - 4a Name of the Bank
  - 4b Name of the Branch and Address of the Branch
  - 4c Branch Code
  - 4d 9-Digit MICR code Number of the Bank & Branch  
(As appearing in the MICR Cheque issued by the Bank)  
(Please do not give multicity cheque book code Number)
  - 4e Type of Account  
(Savings Bank, Current or Cash Credit)
  - 4f Account Number
  - 4g RGTS / IFSC Code (11 Digit)
  - 4h NEFT Code No.
- 5 E-mail address of the Bidder
- 6 Contact Person(s) of the Bidder

I / We declare that the particulars given above are correct and complete and I / We accord our consent for receiving all our payments through Electronics Mechanism \_\_\_\_\_ (Signature and designation of the Authorized person(s) of Bidder)

Official seal of the Bidder's Place:

Date : .

## BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records

Place :

Date :

*Signature of the Authorized Official of the Bank Stamp*



## FORMS & FORMATS



### FORM-14

**POLICY TO PROVIDE PURCHASE PREFERENCE (MAKE IN INDIA POLICY)**

**(REFER: ANNEXURE-I TO ITB)**



## FORMS & FORMATS



**ATTACHMENT -1**

**(Deleted)**



## FORMS & FORMATS



### ATTACHMENT-2

#### **PPP-MII POLICY (PREFERENCE TO MAKE IN INDIA POLICY)**

The PPP-MII document is attached in the Annexure-I to ITB. Bidders have to read the document and upload the declaration/ certificate for percentage of local content in prescribed format given below along with duly signed calculations in the relevant appendix format given below for necessary qualification/purchase preference as applicable.

#### **PROFORMA FOR SELF DECLARATION FOR LOCAL CONTENT(ON BIDDER'S LETTERHEAD)**

We, M/s \_\_\_\_\_ **(Name of Bidder)** hereby state and undertake that we meet all the requirements of the Make in India Policy as set out in the tender document and hereby confirm that we are eligible for purchase preference under this policy.

In case our declaration is found to be incorrect at any point of time during the tender process or contract execution or thereafter, NEGDCL shall have the right to impose sanctions as stated in the subject Make in India policy.

We hereby declare that the local content of Goods / Services / EPC / Works Contract (retain whichever is applicable and remove the balance options) as per the scope of job to be executed under this tender is -----%, at the time of bidding.

Place:

[Signature of Authorized Signatory of Bidder]

Date  
:

Name:

Designation:

Seal:



## FORMS & FORMATS



### **ATTACHMENT-3**

#### **PPP-MII POLICY**

#### **CERTIFICATE BY STATUTORY AUDITOR / COST AUDITOR OF BIDDER (FOR QUOTED VALUE 10 CR. AND ABOVE)**

We,----- (Name of the Statutory Auditor / Cost Auditor) have verified the above declaration of ----- (Name of the bidder) and certify that they meet the stipulated minimum threshold value of 20% Local content for the tendered items and are a Class I Local Supplier/Class-II Local Supplier as defined under Policy to Provide Purchase Preference to Make in India.

The Local content in the offered Products / Services is..... %

Name of Audit Firm:

Date:

[Signature of Authorized  
Signatory]Name &  
Designation:  
Seal: Membership

Note: The authorized signatory in this case can be one of the following:

- i. The proprietor and an independent Chartered Accountant, not being an employee of the bidder's firm, in case of a proprietorship firm.
- ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the bidder's firm in the case of partnership firm.
- iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent Chartered Accountant, not being an employee of the bidder's organization.



## FORMS & FORMATS



### FORM – 15

#### EMD / BID SECURITY - EXEMPTION



## FORMS & FORMATS



(On Statutory Auditor / Chartered Accountant (CA) Letterhead as given in IFB Section for MSE - EMD Exemption)

Date: \_\_\_\_\_

### **CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY**

Ref: Tender No..... for.....

This is to confirm that we have verified the investment limits and other details of Unit \_\_\_\_\_ pertaining to M/s \_\_\_\_\_ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars issued from time to time in this regard. Accordingly, M/s \_\_\_\_\_ is a Micro/Small enterprise under the said Act and are eligible to claim the benefits of public procurement policy for the tender mentioned above.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Act.

**(Membership No. of CA along with certification / stamp )**

**UDIN**



## FORMS & FORMATS



### Form 16

#### **UNDERTAKING ON LETTERHEAD REGARDING BIDDER SHARING BORDER WITH INDIA**

To,

M/s. North East Gas Distribution Company Limited (NEGDCL)  
5th Floor, Central Mall, GS Road, Christian Basti  
Guwahati, Kamrup, Assam - 781005

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s \_\_\_\_\_ (**Name of Bidder**) is:

(i) not from such a country [      ]

(ii) if from such a country, has been registered with the Competent Authority. [      ]  
(Evidence of valid registration by the Competent Authority shall be attached)

***(Bidder is to tick appropriate option (✓ or X) above).***

We hereby certify that bidder M/s \_\_\_\_\_ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



## FORMS & FORMATS



Annexure - 1

### DECLARATION OF BID SECURITY / EMD

To

NORTH EAST GAS DISTRIBUTION COMPANY LIMITED

---

Subject:

Tender No:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum / Addenda), we M/s \_\_\_\_\_ **(Name of Bidder)** have submitted our offer/ bid no.\_\_\_\_\_.

We, M/s \_\_\_\_\_ **(Name of Bidder)** hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on blacklist / holiday list / information letter indicating the nature of default shall be sent to Ministry of Micro, Small and Medium Enterprises (as per policies of NEGCL in this regard), if we are in breach of our obligation(s) as per following:

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the NEGCL during the period of bid validity:
  - i. fail or refuse to execute the Contract, if required, or
  - ii. fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - iii. fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- c. having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure

Place:

Signature of Authorize Signatory

Date:

Name:

Destination:

Seal



## FORMS & FORMATS



Annexure - 2

### **FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE** (To be provided on Bank's letter head)

Date:

To,

M/s. North East Gas Distribution Company Limited (NEGDCL)  
5th Floor, Central Mall, GS Road, Christian Basti  
Guwahati, Kamrup, Assam - 781005

Dear Sir,

This is to certify that M/s ..... (name of the bidder with address)  
(hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for NEGDCL's RFQ/Tender no. ....  
dated ..... for .....(Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s ..... (name of the Bank with address) confirms availability of line of credit to M/s ..... (name of the bidder) for at least an amount of Rs.

---

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Stamp



## FORMS & FORMATS



Annexure - A

(TO BE SUBMITTED ON LETTER HEAD BY THE BIDDER OF MANUFACTURER ALONG WITH THE BID)

### AUTHORISATION LETTER FROM MANUFACTURER TO AGENCY

To,

M/s. North East Gas Distribution Company Limited (NEGDCL)  
5th Floor, Central Mall, GS Road, Christian Basti  
Guwahati, Kamrup, Assam - 781005

Sub:.....Tender No. .....

Dear Sir,

We, M/s ..... (Name of Manufacturer) confirm that we are authorising M/s .....(Name of Bidder) to bid in the tender No. ....

However, we M/s. ..... (Name of Manufacturer) hereby confirm that we shall have the prime responsibility of providing unconditional guarantee /warranty, and after sales technical support to M/s. .....(Name of Bidder).

Place:

[Signature of Authorized Signatory of Manufacturer]

Date:

Name:

Designation:

Seal:



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### TECHNO-COMMERCIAL INFORMATION

Wherever remarks are required, bidders are advised to ensure that sufficient information has been provided and remarks such as "attached", "enclosed", "submitted" or other such terms alone should be avoided.

Bidder Organization Name		
Sr. No.	Requirement	Response
<b>General Information</b>		
1	Date of incorporation of company	
2	Company Address(es) in India	
3	No. of years in business	
4	Type of Firm (Proprietary / Partnership / Private Ltd. / Public Ltd.)	
5	Details of Directors / Proprietors / Partners	
6	Phone no. of contact person	
7	Email ID of contact person	
8	GST registration number	
<b>Technical BEC</b>		
	As per clause no. 8.1 of IFB	Agree
<b>Details in support of Technical BEC</b>		
	As per clause no. 8.3 of IFB	
<b>Financial BEC</b>		
1	Bidder's turnover for preceding financial year (INR).	
2	Bidder's turnover for second to last preceding financial year (mention in INR).	
3	Bidder's turnover for third to last preceding financial year (mention in INR)	
4	Bidder's net worth for preceding financial year (mention in INR). Should be positive.	
5	Bidder's working capital for preceding financial year (mention in INR).	
<b>Commercial Terms and Conditions</b>		
1	Bidder accepts to keep the bid valid for a period of 90 days from the date of opening of techno-commercial bid	Agree
2	Details of EMD submitted against the tender (Ref. no. and date of DD/BG/Banker's Cheque/ Online transaction, or	.....



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	MSE's certificate details along with Annexure-1 in case of exemption)	
3	Bidder accepts to quote the prices as per SOR enclosed with this tender document	Agree
4	Price quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
5	Prices quoted by the bidder shall be inclusive of all taxes, duties, levies, fees, insurance, etc.	Agree
6	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
7	Bidder accepts the contractual validity period as per tender	Agree
8	Bidder accepts the terms of payment as per tender	Agree
9	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree
10	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree
11	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	Agree
12	Bidder accepts all statutory compliances against tender	Agree
13	Bidder has read and accepts the tender document in toto	Agree
14	Any deviation from the tender document sought by the bidder is listed separately in Form- 2 only	Agree
15	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	Agree

NOTE: Bidder have to submit the unpriced SOR marked "Quoted/ Unquoted" provided in the tender documents along with bid.



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### DOCUMENTS TO BE CHECKED AGAINST BEC

Criteria	Verification Document
<b>Technical BEC</b>	
As per clause no. 8.1 of IFB	As per clause no. 8.3 IFB
<b>Financial BEC</b>	
As per clause no. 8.2 of IFB	As per clause no. 8.3 IFB



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### DOCUMENTS TO BE UPLOADED ON e-Tender PORTAL

Sr. No.	Document Header Name	Document Description
1.	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
2.	Form 1 General Info with Supporting Docs	Bidder's General Information as per appended format along with PAN card copy, GST registration certificate and copy of cancelled cheque in support.
3.	Form 2 Deviation Form	Deviation Form as per appended format
4.	Form 3 Work Experience Certificates	Certificates for details of similar goods / work / services supplied / done during past 7 years as per appended format
5.	Form 4	Certificate Regarding Supply of Goods/Works/Services
6.	Form 5 Annual Turnover for last 3 year & Financial Data for last Financial Year	Certificate for financial capability of the bidder Format for statutory auditor's / chartered accountant
7.	Annxure-2	Format For Certificate From Bank If Bidder's Working Capital Is Inadequate.
8.	Form 6	Bidder to Confirmation (declaration) that bidder is not been put on Holiday by NEGDCL, AGCL, Oil India or banned / blacklisted by Govt. Department on due date of submission of Bid. Further, neither we nor our allied agency/ies are on banning list of NEGDCL, AGCL,OIL India or MOPNG.
9.	Form 7	Declaration of Tender Document Purchased/ Downloaded
10.	Form 8	Covering Letter from Statutory Auditor / Chartered Accountant / Chartered Engineer as per appended format <b>(Not applicable)</b>
11.	Form 9	Pro Forma for Letter of Authority <b>(Not applicable)</b>
12.	Form 10	Details of litigation if any
13.	Form 11	Bid Bond Proforma / Proforma for EMD
14.	Form 13	Bank Mandate Form
15.	Form 14	Policy To Provide Purchase Preference As Per Public Procurement (Preference To Make In India), Order 2017
16.	Form 15	EMD / Bid Security – EXEMPTION (If Applicable)
17.	Form 16	Undertaking on Letterhead Regarding Bidder Sharing Border With India
18.	Audited Annual Financial Statements	Annual audited reports complete in all respect of last three financial years in support of Form 5



## **SCHEDULE OF RATES (SOR)**



### **SECTION - VI**

#### **SCHEDULE OF RATES (SOR) (Provided on Portal)**



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## **SECTION - VII**

### **OTHER FORMS APPLICABLE AFTER AWARD**



**CONTRACT – e-PERFORMANCE BANK GUARANTEE**  
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.....  
Date.....

To

NORTH EAST GAS DISTRIBUTION COMPANY LIMITED

OWNER ORDER NO.....DATED.....

Dear Sir,

In consideration of the NORTH EAST GAS DISTRIBUTION COMPANY LIMITED, GUWAHATI, KAMRUP, ASSAM (INDIA) (hereinafter referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded the work of ..... to ..... having its Principal Office at ..... (hereinafter referred to as "VENDOR(SELLER)"/"CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply/execution by issue of OWNER'S Owner order No. ..... dated ..... And the same having been accepted by the VENDOR(SELLER/CONTRACTOR) resulting into CONTRACTS for supplies of materials equipments/execution of works/services as per above Owner Order having a total value of ..... for the complete supply of materials/equipments/execution of works/services and the VENDOR(SELLER/CONTRACTOR) having agreed to provide a Contract performance and Warranty/Guarantee for the faithful performance of the aforementioned contract and warranty to quality to OWNER.

*We (Bank) .....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 OWNER/OWNER, on demand any and all moneys payable by the seller/Contractor to the extent of \_\_\_\_ % ( \_\_\_\_ percent) of the Contract price without any deviation and protest as aforesaid at any time up to .....and without reference to the VENDOR(SELLER/CONTRACTOR). Any such demand made by OWNER on the Bank shall be conclusive and binding notwithstanding any difference between OWNER and VENDOR(SELLER/CONTRACTOR) or any dispute pending before any Court, Tribunals, Arbitrator or any other Authority.*

*The Bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges the guarantee. OWNER 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 by VENDOR(SELLER/CONTRACTOR) of the aforementioned contract. OWNER 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 VENDOR(SELLER/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 aforementioned Contracts between OWNER and VENDOR(SELLER/CONTRACTOR) or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provisions, have the effect of relieving the BANK.*



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Bank Guarantee No.....  
Date.....

*The BANK also agrees that OWNER at its option shall be entitled to enforce this Guarantee against the BANK as a Principal Debtor, in the first instance without proceeding against VENDOR(SELLER/CONTRACTOR) and notwithstanding any security or other guarantee that OWNER may have in relation to the VENDOR'S(SELLER'S/CONTRACTOR'S) liabilities.*

*Notwithstanding anything contained herein above our liability under this Guarantee is restricted to AND it shall be remain in force upto and including ..... and shall be extended from time to time for such period as may be desired by the VENDOR(SELLER/CONTRACTOR) on whose behalf this Guarantee has been given.*

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2026 \_\_\_\_\_ at \_\_\_\_\_

1. The guarantee shall not be affected by any change in constitution of the bank or by absorption/merger of bank with any other body or corporation.
2. The guarantee shall be in addition to and not in substitution for any other guarantees or security for the supplier/Contractor given or to the owner in respect of said purchase order by the bank (whether alone or jointly with others).
3. The bank hereby declares that \_\_\_\_\_ (Name of the person signing on behalf of bank) \_\_\_\_\_ is authorized to sign this guarantee /undertaking on behalf of the bank and to bind the bank thereby.
4. Any notice by way of request, demand or otherwise hereunder may be sent by post/courier to the bank address and duly verified by proof of delivery will be sufficient & shall be deemed as claim lodging date by owner.
5. This guarantee is operative at \_\_\_\_\_ in KAMRUP, ASSAM (name and address of the branch) branch, \_\_\_\_\_ (Place).
6. Details of issuing and operating branches are as under:

	Outstation Bank details	Local Operating bank details. (KAMRUP, ASSAM)
Postal Address		
Telephone no / Fax No		
Contact person		
Email ID		

7. These present shall be governed by and construed in accordance to Indian law.



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Bank Guarantee No.....  
Date.....

*Notwithstanding anything contained herein above:-*

1. *Our liability under this Bank Guarantee shall not exceed Rs. ----- (amount in word).*
2. *This Bank Guarantee shall be valid up to ----- (Contract period + Defect liability/Guarantee/warrantee period + 90 days beyond defect liability Guarantee/warrantee period).*
3. *We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon written claim or demand on or before -----." (1 month beyond expiry date.)*

**WITNESS**  
(Signature)

(Name)  
(Official Address)

(Signature Bank Signatory)

Bank Rubber Stamp  
(Name)

Designation with Bank  
Stamp plus Attorney as  
Per Power of Attorney

No.....  
Dated.....