



NORTH EAST GAS DISTRIBUTION COMPANY LIMITED (NEGDC)

Joint Venture Company of Assam Gas Company Limited
and Oil India Limited

TENDER FOR HIRING OF LCV WITHOUT CNG CASCADE

OPEN DOMESTIC COMPETITIVE BIDDING

Bid Document No. NEGDC/TENDER/LCV/2025-26/07

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INVITATION FOR BIDS (IFB)

SECTION - I

INVITATION FOR BIDS (IFB)

1.0 INTRODUCTION

1.1 North East Gas Distribution Company Ltd. (NEGDCL), a Joint Venture Company of NEGDCL (Assam Gas Company Ltd) and OIL (Oil India Ltd) having its registered Office at Guwahati has been incorporated in the year 21st July 2023.

1.2 The company is engaged in the development of City Gas Distribution network in the North Bank of Assam covering districts Darrang, Udalguri, Sonitpur, Bishwanath Charali, Lakhimpur and Dhemaji in 11.03 GA and the six districts of Assam covering districts Sepahijala, South Tripura in 11.56 GA and Khowai, Dhalai, Unakoti and North Tripura in 11.57 GA.

2.0 BRIEF SCOPE OF SUPPLY

The scope of work broadly covers the supply of 6 Nos. of CNG engine powered LCV (Light Commercial Vehicle) on Rate Contract basis for transportation of CNG without Cascades from Mother Station located in Tripura to Daughter Booster Stations located in GA 11.56 & 11.57 for a period of Five (05) years, extendable for further One (01) year at discretion of NEGDCL. The first trip will be carried out in presence of Owner/ Owner representative so as to finalize RTKM (Round Trip Kilometer).

The vehicles will be placed as follows:

- 4 LCV at NEGDCL CGS cum MS Anandnagar, Tripura.
- The rest 2 LCV's will be placed as per site requirements.

Refer Technical Tender Volume II of II for descriptive scope of work.

3.0 DETAILS OF THE VEHICLE

- i. Light Commercial Vehicle (LCV) of Minimum 7 Ton Payload
 - Cascade Water Litre Capacity : 3000 WL
 - Length x Width x Height of Cascade : 3.5m x 2.0m x 2.0m (approx.)
 - Cascade Weight with CNG : 6.5 Ton
- ii. Brand new Light Commercial Vehicle (LCV). Vehicles purchased in the year 2025 can also be considered for this tender. For this, bidder has to submit the copies of invoice from the dealer / manufacturer.
- iii. Model BS-VI or higher.
- iv. The vehicle should be either of the following make
(TATA / EICHER / SWARAJ MAZDA / ISUZU / ASHOK LEYLAND)

4.0 CONTRACT PERIOD

Contract period shall be Five (05) years, extendable for further One (01) year at discretion of NEGDCL.

The vehicles will be engaged at site in a phased manner:

1. Phase I: 4 Nos. Immediately on issuance of LOA. (Call up Order – 1). The vehicle should be available at designated location of NEGDCL within 45 days from the date of issue of LOA.

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2. Phase II: 2 Nos. Within one year from the date of LOA (Call up Order – 2). The vehicle should be available at designated location of NEGDC within 45 days from the date of issue of LOA.

The above quantities are indicative and for evaluation purpose only. Purchaser reserves the right to increase or decrease during the contract period.

5.0 BID VALIDITY

Bid should be valid for 180 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. Bid document shall be submitted through E-Tender Process only.

- 6.2 Bids must be submitted strictly in accordance with Clause No. 22 of ITB.

- 6.3 Bid must be submitted only on www.assamtenders.gov.in. Physical submission of bid shall not be accepted.

- 6.4 The bid will be submitted in two parts as below:

6.4.1 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. 22.1 of ITB.

Tender processing fee and EMD to be submitted online. Following documents need to be uploaded along with Un-Priced bid on e-Portal.

- i) Tender Processing Fee
- ii) EMD/Bid Security
- iii) Power of Attorney

6.4.2 PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 22.2 of ITB.

7.0 DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
6.1	Tender Document Number	NEGDC/TENDER/LCV/2025-26/07
6.2	Type of Tender	E-Tender (Open Domestic Competitive Bidding)
6.3	Tender Document on Sale	19-12-2025 to 09-01-2026
6.4	Tender document fee	INR 9500 (Inclusive of GST)

INVITATION FOR BIDS (IFB)

6.5	Pre-bid meeting date and venue	LCV - Prebid Meeting Wednesday, December 24 · 11:00am – 12:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/ryf-qjgo-sxq
6.6	Bid Submission Start date and time	30-12-2025 from 1100 hrs on e-tendering website http://www.assamtenders.gov.in
6.7	Bid Submission End date and time	09-01-2026 till 1100 HRS. IST, on e-tendering website http://www.assamtenders.gov.in
6.8	Un-Priced bid opening date and Time	09-01-2026 till 1600 HRS. IST, on e-tendering website http://www.assamtenders.gov.in
6.9	Place of Un-Priced bid opening	DGM (C&P) NEGDC, 5 th Floor, Central Mall, Christian Basti, GS Road, Guwahati, 781005.
6.10	Price bid opening date and time	Date and time shall be intimated later

DOWNLOADING OF TENDER DOCUMENT

The entire tender document has been webhosted on NEGDC, Assam Govt. e-procurement website i.e., <http://www.negdcl.co.in> & <http://www.assamtenders.gov.in>.

However, Bidder shall be allowed to upload its bid only in <http://www.assamtenders.gov.in> website.

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

8.0 BIDDER EVALUATION CRITERIA (BEC)

8.1 Technical:

- 8.1.1** The bidder shall have experience of Transportation Contract for an amount not less than **Rs. 188 lakhs each in at least three contracts** towards providing Heavy Truck for carrying hazardous materials **or** LPG Bullet **or** Oil Carrying Tanker **or** Transportation of Rigs **or** CNG Mobile Cascade Carrying Vehicle to any Govt. Oil and Natural Gas Organization **or** Oil & Natural Gas Based Indian Private Limited Organization **or** Natural Gas Based Govt. Organization **or** Petroleum Product based Govt. Organization **or** Indian CGD Company **or** Indian Private CGD Company or Petroleum Product based Indian Private Ltd. Company in last 07 (seven) years reckoned from the schedule bid submission

INVITATION FOR BIDS (IFB)

date.

Or

The bidder shall have experience of executing Transportation Contract for an amount not less than **Rs. 235 lakhs each in at least Two contracts** towards providing Heavy Truck for carrying hazardous materials **or** LPG Bullet **or** Oil Carrying Tanker **or** Transportation of Rigs **or** CNG Mobile Cascade Carrying Vehicle to any Govt. Oil and Natural Gas Organization **or** Oil & Natural Gas Based Indian Private Limited Organization **or** Natural Gas Based Govt. Organization **or** Petroleum Product based Govt. Organization **or** Indian CGD Company **or** Indian Private CGD Company or Petroleum Product based Indian Private Ltd. Company in last 07 (seven) years reckoned from the schedule bid submission date.

Or

The bidder shall have experience of executing Transportation Contract for an amount not less than **Rs. 377 lakhs in at least one contract** towards providing Heavy Truck for carrying hazardous materials **or** LPG Bullet **or** Oil Carrying Tanker **or** Transportation of Rigs **or** CNG Mobile Cascade Carrying Vehicle to any Govt. Oil and Natural Gas Organization **or** Oil & Natural Gas Based Indian Private Limited Organization **or** Natural Gas Based Govt. Organization **or** Petroleum Product based Govt. Organization **or** Indian CGD Company **or** Indian Private CGD Company or Petroleum Product based Indian Private Ltd. Company in last 07 (seven) years reckoned from the schedule bid submission date.

However, in case of tenders for annual rate contracts, where the bidder is executing a rate / contract which is still running and the contract value /quantity executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value of Rs. 188 lakhs each in at least Three Running contracts, Rs. 235 lakhs each in at least Two Running contracts and Rs. 377 lakhs in at least One Running contracts mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner.

8.1.2 The above vehicles should be registered in the name of firm/ bidder in case of proprietorship/ partnership concern and in the name of the firm/ company for other than proprietorship/ partnership concern. Bidder has to submit valid registration copy along with valid insurance policy & fitness certificate of the registered LCV.

8.1.3 SPECIAL NOTES TO BIDDER:

- a. Bidder has to quote for full items of SOR. Otherwise, Bid is liable for Rejection.
- b. Bidder to quote for both the sections of SOR (for CNG) else bid is liable for rejection. NEGDC will place order on the basis of site requirement.

8.1.4 Documents Required during Bid for Technical Qualification

BEC Clause no.	Documents required for qualification
----------------	--------------------------------------

INVITATION FOR BIDS (IFB)

8.1.1	a) Detailed purchase order/work order along with Schedule of Rates
8.1.1	b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) OR Execution certificate (issued by the end user/ owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use. Note: The completion certificates/ execution certificate shall have details like work order no., date, brief scope of work, completion date, etc.
7.1.2,7.1.4	c) Bidder shall submit a valid registration copy along with valid insurance policy & fitness certificate of the registered LCV.
7.1.5	e) Bidder shall submit valid License of Dangerous & Hazardous Goods carrying certificate, Vehicle fitness certificate and badge number, permits, road tax, insurance of LCV.

8.2 FINANCIAL:

8.2.1 Annual turnover:

The minimum annual turnover of the bidder as per their audited financial statement in any one of the last three preceding financial years i.e., FY 2024-25, 2023-24 & 2022-23 shall be **INR 47 lakhs**.

8.2.2 Net Worth:

Net worth of the bidder should be **positive** as per audited annual financial results of immediate preceding financial year i.e. 2024-25.

8.2.3 Working Capital:

The minimum working capital of the bidder as per audited financial statement of immediate preceding year i.e. FY 2024-25 shall be **INR 9.42 lakhs**.

Note: If the bidder's working capital is inadequate, the bidder should submit a letter from bidder's bank (as per Format F-5 attached with section III of the tender) having net worth not less than Rs. 100 Crores. Confirming the availability of the line of credit for at least for the working capital requirement as stated above.

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

8.3.1 For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC), the bidder shall submit "Details of financial capability of bidder" in prescribed format duly signed and stamped by a chartered accountant.

8.3.2 Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.

8.3.3 All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly **certified/ attested by Chartered Engineer and notary public with legible stamp**.

INVITATION FOR BIDS (IFB)

In absence of requisite documents, NEGDCL/ PMC reserves the right to reject the bid without making any reference to the bidder.

9.0 TENDER PROCESSING FEE & BID SECURITY

9.1 TENDER PROCESSING FEE

- 9.1.1 Non- refundable tender processing fee of **INR 9500/- (Indian Rupees Nine Thousand Five Hundred only)** related to e-procurement shall be paid through e-procurement portal:

Method of paying online tender processing fee:

- 9.1.2 Option 1: Internet banking through State Bank of India (SBI) or any other Banks listed at State Bank Multi Option Payment System (SBMOPS) on <http://assamtenders.gov.in>
- 9.1.3 Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee using NEFT/ RTGS option from any bank against system generated prefilled challan.
- 9.1.4 Detailed processes are given in Annexure I, including flow diagram in Annexure II for easier understanding.
- 9.1.5 Bidders which are registered as Micro / Small Companies / Industries under MSME act 2006 or registered as N.S.I.C shall be exempted from submission of Tender Processing Fee. Such bidders must furnish valid document i.e., valid on the date of bid submission date along with bid to avail the exemption.

9.2 BID SECURITY

- 9.2.1 Bid must be accompanied by a bid security amount of **INR 9,57,000/- (Indian Rupees Nine Lakhs Fifty seven Thousand only)**
- 9.2.2 EMD/ Bid Security may be paid online through e-procurement portal:

Method of paying online EMD/ Bid Security are as follows:

- 9.2.3 Option 1: Internet banking through State Bank of India (SBI) or any other Banks listed at State Bank Multi Option Payment System (SBMOPS) on <http://assamtenders.gov.in>
- 9.2.4 Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee using NEFT/ RTGS option from any bank against system generated prefilled challan.
- 9.2.5 Detailed processes are given in Annexure I, including flow diagram in Annexure II for easier understanding.
- 9.2.6 EMD/ Bid security in the form of Bank Guarantee may also be submitted and shall be valid for sixty (60) days beyond the validity of the bid. **Original copy of Bank Guarantee to be submitted at NEGDCL registered office within 07 days of Unpriced Bid Opening.**
- 9.2.7 Bidders which are registered as Micro / Small Companies / Industries under MSME act 2006 or registered as N.S.I.C shall be exempted from submission of EMD. Such bidders must furnish valid document i.e. valid on the date of bid submission date along with bid to avail the exemption.

INVITATION FOR BIDS (IFB)

9.2.8 Bidders to follow Instructions for submission/ Partial Exemption/ Complete Exemption of EMD/ Bid Security as attached at Annexure I to IFB.

10.0 PRE-BID MEETING

10.1 The bidder(s) or his representative who intend to bid 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 reach Owner office on or before date specified in tender documents.

10.2 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

10.0 GENERAL

10.1 NEGDCL reserves the right to place the order for part quantity or delete and item from bidder's scope of work.

10.2 The bids received after bid due time/ date shall be rejected.

10.3 Bids through Fax/ E-MAIL are not acceptable.

10.4 NEGDCL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

10.5 Contact details are given below:

OWNER:

DGM (Admin),

North East Gas Distribution Company Limited,
5th Floor, Central Mall, Christian Basti, Guwahati

Mobile No: +91-9287982012

Email ID: head_contracts@negdcl.co.in; contracts@negdcl.co.in

INVITATION FOR BIDS (IFB)

ANNEXURE I TO IFB

BID SUBMISSION

EMD Full exemption through Net Banking/NEFT

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.

Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: ☐ Yes ☒ No

Click Yes to Enter EMD Exemption

Next

BID SUBMISSION

My Tenders → EMD Exemption

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.

Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: ☒ Yes ☐ No

If yes, Provide the exemption type: ☒ Percentage ☐ Fixed

Percentage/Amount* 100

Actual EMD amount in ₹ 9,00,000

Only pdf, jpg files are permitted to upload.

Uploaded Document SAMPLE.pdf

Upload EMD exemption document:*

Enter full percentage

Upload exempted document

Next

INVITATION FOR BIDS (IFB)

tenders **BID SUBMISSION**

My Tenders → EMD Exemption

EMD partial Exemption

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.
Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: ☒ Yes ☐ No

If yes, Provide the exemption type: ☒ Percentage ☐ Fixed

Percentage/Amount* 50

Actual EMD amount in ₹ 9,00,000

Only pdf,jpg files are permitted to upload.

Upload EMD exemption document.*

Next

Upload the exemption amount

Upload the exemption amount document

If Bidder is partially exempted from EMD and wants to pay EMD Through BG ,Bidder must have enter the 100% amount here and rest of the amount pay through BG

tenders **BID SUBMISSION**

My Tenders → EMD Exemption

EMD Through BG/ST

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.
Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: ☒ Yes ☐ No

If yes, Provide the exemption type: ☒ Percentage ☐ Fixed

Percentage/Amount* 100

Actual EMD amount in ₹ 9,00,000

Only pdf,jpg files are permitted to upload.

Uploaded Document SAMPLE.pdf

Upload EMD exemption document.*

Next

Enter the Full percentage

Upload THE BG DOCUMENT/exempted document

INVITATION FOR BIDS (IFB)

Tenders eProcurement System Government of Assam

BID SUBMISSION

My Tenders • EMD Exemption

If you are paying EMD then the details for submitting the bid are as follows:
Select Yes/No for proceeding to the next step.
Are you submitting EMD?

Only pdf, jpg files are permitted to upload.

Actual EMD amount in ₹: 9,00,000

Upload EMD exemption document:*

srChrituDGreatDocuments/SAMPLE.pdf

Next

Verify User PIN

Now verify your User PIN:

User PIN:

☐ Enable soft keyboard

Change User PIN Login Cancel

Enter your token password

Tenders eProcurement System Government of Assam

BID SUBMISSION

My Tenders • EMD Exemption

If you are paying EMD then the details for submitting the bid are as follows:
Select Yes/No for proceeding to the next step.
Are you submitting EMD?

Only pdf, jpg files are permitted to upload.

Actual EMD amount in ₹: 9,00,000

Upload EMD exemption document:*

srChrituDGreatDocuments/SAMPLE.pdf

Next

Message

File signed successfully.

OK

Please wait

INVITATION FOR BIDS (IFB)

Tenders **eProcurement System Government of Assam**

BID MANAGEMENT

My Tenders • 2019_ASPIR_14154_1 • Transaction Message

Organisation Chain : Finance Department - World Bank Tenders||Assam State
Public Finance Institutional Reforms
Tender Reference Number : IN-AS-CFMS-120763-GO-RFD Dtd 09/09/2012
Tender ID : 2019_ASPIR_14154_1
Tender Title : SUPPLY OF NETWORK HARDWARE

Bid Process List

S.No	Bid Process	Action
1	Profile	

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee	Edit Exemption
1	Tender Fee	8,600 (INR)	0.00	8,600 (INR)	0.00	
2	Emd Fee	9,00,000 (INR)	4,50,000 (INR)	4,50,000 (INR)	0.00	

Pay Offline **Pay Online** **Encrypt&Upload**

WARNING:
CLICK "PAY
ONLINE" if you
are actually
going to pay
EMD and other
fees. Don't click
just for testing

Click pay online
for continue
the process

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

- 1.1 The Owner/ Purchaser invites sealed bids 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 in accordance with ITB.
- 3.4 The bidder shall not be on Holiday by NEGDC, 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 NEGDC, 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 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 are not acceptable.

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 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.

A. 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

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 Bidder requiring any clarification of the bid documents may notify the Purchaser or the as the case may be, in writing or by email address indicated in the tender. The Owner 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. Written copies of the Owner's response will be sent to bidder from whom query is received. All such clarifications issued shall deem to form a part of the Bid documents.
- 9.2 Any query/ clarification from the bidder shall be considered from the date of tender publishing and upto 2 days after the Prebid meeting.

10.0 AMENDMENT OF BID DOCUMENTS

- 10.1 At any time prior to the deadline for submission of bids, the Purchaser, 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 "CONTENT OF BID DOCUMENTS" and shall be hosted on Assam tender portal before bid due date (e-procurement portal). 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 websites 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 at its discretion, may extend the deadline for the submission of bids.

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 Owner, shall be in English.
- 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:
- 12.2 Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;
- 12.3 Price Bid having Price Schedule/SOR filled up in accordance with tender documents in a separate envelope.

- 12.4** 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
- 12.5 Bid security furnished in accordance with Performa given in this bid documents.
- 12.6 All pages of the bid offer to be signed and stamped by an authorised representative of the bidder.

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 mentioned in 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 BID PRICES

- 14.0 The Bidder shall indicate in the appropriate Schedule of Rates, the unit prices inclusive of all applicable taxes viz. GST, freight, Insurance including Transit Insurance, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, liaisoning work, cost for providing tools & tackles, equipment, machineries, spares, etc. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 14.1 Bidder must quote for complete scope of work & indicate prices against each SOR item. Bid submitted for part scope shall be rejected.
- 14.2 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.

15 PRICE BASIS

- 15.1 Prices / percentage 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 statutory variation in GST).

16.0 CURRENCIES OF BID

Bidders shall submit bid in INR 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:
- 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

17.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS

17.1 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.

17.2 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 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.

17.3 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.

18.0 BID SECURITY/ EMD

18.1 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.

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

18.3 The bid security shall be in the following forms:

- Unless otherwise specified, 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 or by an international reputed bank from abroad provided in that case, the guarantee is confirmed through any bank as above located in India, in the form provided in the bid documents or another form acceptable to the Purchaser and valid for sixty (60) days beyond the validity of the bid; or
- EMD/ Bid Security may be paid online through e-procurement portal:

Method of paying online EMD/ Bid Security are following:

1. Option 1: Internet banking through State Bank of India (SBI) or any other Banks listed at State Bank Multi Option Payment System (SBMOPS) on <http://assamtenders.gov.in>
2. Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee using NEFT/ RTGS option from any bank against system generated prefilled challan.

INSTRUCTIONS TO BIDDERS (ITB)

Detailed processes are given in Annexure I, including flow diagram in Annexure II for easier understanding.

- 18.4** Any bid not secured in accordance with ITB Clauses may be treated as non-responsive and rejected.
- 18.5** Unsuccessful bidders' bid security shall be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of validity of the bank guarantee and any extension if required by the Purchaser.
- 18.6** The successful Bidder's bid security will be discharged upon such Bidder accepting the award, and furnishing the Contract Performance Guarantee.
- 18.7** The bid security may be forfeited:
- a. If a Bidder:**
 - Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form including extensions if any granted, or
 - Does not accept the correction of errors; or
 - b. In the case of a successful Bidder, if such Bidder fails**
 - to accept the award
 - to furnish Contract Performance Bank Guarantee in accordance with tender.
- 18.8** Bidders which are registered as Micro / Small Companies / Industries under MSME act 2006 or registered as N.S.I.C in relevant area shall be exempted from submission of Tender Fee and EMD. Such bidders must furnish valid document along with bid to avail the exemption.
- 18.9 Performance Bid Security/ Retention Money:** To ensure performance of the contract and due discharge of the contractual obligations, the successful bidder will have to provide security deposit of 10% of the contract upfront. Amount received / retained towards this clause shall be considered as security deposit. Bank guarantee as per the form prescribed.
- 19.0 PERIOD OF VALIDITY OF BIDS**
- 19.1** 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.
- 19.2** 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.
- 20.0 FORMAT AND SIGNING OF BID**
- 20.1** The Bidder shall prepare one original of the document comprising the bid as per ITB clause "SEALING AND MARKING OF BIDS" marked "ORIGINAL". In addition, the bidder shall submit one copy of the original bid marked "COPY". In the event of any discrepancy between

the original & the copy, the one marked as original shall govern.

- 20.2** The original and the copy of 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.
- 20.3** 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.
- 21.0 DEVIATIONS**
- 21.1** Purchaser 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.
- 21.2** Deviations if any have to be listed only in the Form 7 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.
- 21.3** 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.

B. PREPARATION AND SUBMISSION OF BIDS

22.0 PREPARATION OF BIDS

- 22.1** **Techno-commercial/Un-priced** comprising following documents should be uploaded in the e-procurement portal as mentioned in IFB.

Covering Letter with

- Bidder's General Information Form F-1
- Bid security as per Form F-2
- Power of Attorney as per Form F-3
- Financial Details as per Form F-4A & Form F-4B
- Certificate from Bank if bidder's working Capital is inadequate as per Form F-5
- Check List for agreed terms and conditions as per Form F-6
- No deviation confirmation / Deviation Form as per Form F-7
- Confirmation that bidder is not banned by any Indian Government organization/ Government Undertaking from quoting as per Form F-8
- 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 F-9.

- Information regarding any current litigation in which the bidder is involved in Form F-10.
- Certificates as per Form- 11, 12
- Declaration as per Form-13
- Documents for meeting BEC as per IFB clause no. 8 including Form F-14 duly filled with required details.
- Proforma for Performance Bank Guarantee – (Unconditional) as per Form F-15.
- Acceptance of Delivery Schedule – as per Form F-16
- Un-priced Schedule of Rates (SOR) / In Price column should be mentioned as “Quoted”.
- Copy of GST & PAN Registration Certificates
- Other documents as per Technical Volume of bid document
- **Note:** All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.

22.2 **Part-II: The price bid** shall contain Schedule of Rates dully filled in the prescribed format available on the e-portal.

23.0 SUBMISSION OF BIDS

23.1 Tender document may be downloaded from E-procurement portal prior to the deadline for submission of bids. The bids shall be submitted online. Users are requested to map their system as per the System settings available on the link “System Requirement and Registration Manual” on the E-Procurement portal.

23.2 After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on E-Procurement portal.

23.3 Bidders may insert their e-Token/ Smart Card in their computer and Logon to E- procurement portal, using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC.

23.4 Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/ schedule. Generally, they can be in Excel/PDF/ZIP formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a ZIP file for uploading. Maximum Single file size permitted for uploading is 20 MB. One can upload multiple of such files in case information to be uploaded in single file exceeds 20MB.

23.5 The bid both “Un-priced bid & Price Bid” (i.e., Part-I and Part-II) should be submitted online in the prescribed format. No other mode of submission is accepted.

23.6 Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted “on-line”. No hard copies of the documents (except those specifically asked in the tender document) are required to be submitted.

- 23.7 The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with online undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder.
- 23.8 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.
- 23.9 The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). NEGDCL will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders.
- 23.10 Deleted

24.0 DEADLINE FOR SUBMISSION OF BIDS

- 24.1 Bids must be received by the Purchaser at the address specified under ITB, not later than the time and date specified in the tender documents.
- 24.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

25.0 LATE BIDS

- 25.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

26.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 26.1 The Bidder may modify or withdraw its bid after the bid's submission (but before the deadline for submission of bids), provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 26.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB. A withdrawal notice may also be sent by electronic mail, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 26.3 No bid shall be modified after the deadline for submission of bids.
- 26.4 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

C. OPENING AND EVALUATION OF BIDS

27.0 OPENING OF BIDS BY THE PURCHASER

27.1 The Purchaser will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified in IFB), and at the place specified in

the Tender. The Bidders' representatives, who are present, shall sign a register evidencing their attendance, if so, required by the Purchaser.

27.2 The Bidders' names, bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Purchaser, 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.

27.3 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 Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.

27.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

28.0 CLARIFICATION OF BIDS

28.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification (shall be sent to e-mail ID provided in Form F-1) and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

29.0 PRELIMINARY EXAMINATION

29.1 The Purchaser 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.

29.2 The Purchaser 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.

29.3 Prior to the detailed evaluation, pursuant to ITB, the Purchaser 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.

29.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

30.0 REJECTION CRITERIA

30.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor

unconformities.

30.2 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:

- Tender Processing fee
- Bid security.
- Value of bid security less than that specified.
- Bid security not complying with the requirements of ITB.
- Contract Performance Bank Guarantee as per tender.
- Period of validity of bid shorter than specified.
- Price change on account of technical/ commercial clarification and/ or validity extension.
- Resolution of Dispute/ Arbitration clause.
- Payment terms.
- Delivery schedule
- Price Reduction Schedule.
- Price not quoted as per SOR
- Warranty / Guarantee
- Force Majeure
- Applicable Law
- Scope of Work
- Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid

31.0 OPENING OF PRICE BID

31.1 In case of two-part bidding, the Bidders whose bids are found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.

32.0 EVALUATION AND COMPARISON OF BIDS

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

32.2 Evaluation

The Owner will evaluate and compare the bids previously determined to be substantially responsive. 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:

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- 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.

32.3 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.
- Bid should be complete covering the individual item 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.

32.4 Comparison of Prices

32.4.1 Evaluation shall be carried out at the lowest evaluated cost to Purchaser.

32.4.2 The total quoted price in "Schedule of Rates" including GST for complete scope of work shall be taken up for evaluation.

32.4.3 Only those price bid offers which meet the eligibility criteria will be considered for further evaluation to arrive at the lowest evaluated price for complete scope of work.

32.0.1 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:

- Turnover of the preceding audited financial year.

33.0 CONTACTING THE PURCHASER

33.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

33.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

D. AWARD OF CONTRACT

34.0 POST-QUALIFICATION

34.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to

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perform the contract satisfactorily, in accordance with the criteria listed in ITB.

34.2 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 deems necessary and appropriate.

34.3 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.

35.0 AWARD CRITERIA

35.1 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, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

36.0 SPLIT OF AWARD

36.1 Not Applicable

37.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

37.1 The Purchaser reserves the right at the time of contract award 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.

38.0 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

38.1 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.

39.0 NOTIFICATION OF AWARD

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

39.2 The date of Letter of intent for notification of award will constitute effective date.

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

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

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

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

40.0 CORRUPT OR FRAUDULENT PRACTICES

40.1 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:

- (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.

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

41.0 Deleted

42.0 EVALUATION OF PERFORMANCE

42.1 Performance of the contract awarded if any shall be evaluated on half yearly basis or early on need basis as per approved NEGDC.

43.0 CONTRACTOR SAFETY MANUAL

43.1 The contractor / vendor needs to ensure all the safety conditions as mentioned in the Contractor Safety manual.

44.0 PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/orders-circulars/459>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which

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lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"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.
4. **"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
5. **"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.
6. **"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

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as **Form-I** attached with this document.

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.

8. 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.

9. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at **Form-II** attached with this document.

UNDERTAKING ON LETTERHEAD

To,

M/s NORTH EAST GAS DISTRIBUTION COMPANY LTD

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, 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 against the tender.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

INVITATION FOR BIDS (IFB)

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s NORTH EAST GAS DISTRIBUTION COMPANY LTD

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 further certify that bidder M/s _____ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**SECTION-III
SPECIAL CONDITIONS OF CONTRACT (SCC)**

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1.0 GENERAL

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.
- 1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever, it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The contractor shall supply the vehicle with drivers, helpers on daily/round the clock basis in all weathers, as per the time/duration indicated in the schedule of rates. The vehicles shall be deployed within 30 days or earlier from the date of issue of FOA / Letter of Intimation (LOI) to deploy the Light Commercial Vehicles (LCV).
- 1.5 In absence of any specification covering any material, design of work(s) the same shall be performed/ supplied/ executed in accordance standards engineering practice as per the instructions/ directions of the Engineer-in-charge which will be binding on the Contractor.
- 1.6 The rates quoted by the contractor shall be monthly basis as indicated in the schedule of rates (SOR). The rates thus quoted shall include all the charges not limited to remuneration of the Supervisor, Drivers and helpers, fuel charges, Repair & Maintenance, etc.
- 1.7 The contractor shall make his own arrangements for repair/ maintenance/ fuelling of the vehicles and lodging & boarding of his staff.
- 1.8 The contractor shall have to provide sufficient money to the drivers on regular basis to meet the contingent requirement i.e., Fueling, Toll tax, Parking Charge etc.
- 1.9 The contractor shall provide proper uniform / PPEs to all the drivers / helpers / Supervisor engaged by him.
- 1.10 The Contractor shall allow weekly rest to his workmen and daily working hours will be fixed as per relevant Act/ Law/and rules made there under. However, no work shall be left incomplete / unattended on any holiday/ weekly rest. The Contractor or his authorized representative shall interact with designated In-charge daily for smooth movement of the transport services.
- 1.11 Contractor has to ensure the safety of man and machine all the times. The Contractor shall remain at all times liable to Owner for any loss or damage caused to any building plant machine, of Owner due to careless, negligent, inexperienced act of default of the Contractor, his agents, representative or employees. Owner shall be the sole judge as regards to assess the quantum of loss or damage and it shall be entitled to deduct from the amount payable

hereunder to the Contractor the cost of repairs or the amount of loss or damages.

- 1.12** The Contractor will be liable for any loss or injury to Owner employees/agents due to careless, negligent, inexperienced act or default of the Contractor, his / her agent's representative or employees.
- 1.13** Regarding work completion, the decision of the Engineer-in-Charge (EIC) shall be final.
- 1.14** Owner does not make any commitment to provide his employees with facilities such as office accommodation, canteen, tea, toilet, telephone etc.
- 1.15** The Contractor's representative/ supervisor shall report daily to the shift-in- charge in the control rooms for day-to-day working, filling & dispatch of LCVs.
- 1.16** All arrangement for communication from mother/filling stations to the drivers working on jobs under the contract shall be the responsibility of the Contractor. The Contractor has to provide mobile phones/radio handsets to his supervisor.
- 1.17** The Contractor shall indemnify the company from any claim of the contract labour.
- 1.18** All the jobs mentioned under scope of services shall be carried out as per sound industry practices, work procedure documentation and as per the guidelines/ direction of officer -in-charge or his authorized representative.
- 1.19** In case there is an accident of LCV, the Contractor should lodge FIR to police immediately, guard the vehicle and take precautions as necessary to prevent fire & obstruction to traffic etc. until arrival of police and other Rescue Agencies. Traffic management including diversion of traffic shall be of high importance and the LCV crew members must be trained to follow required precautions in such situations. The Contractor shall compensate for losses which Owner has incurred or will incur due to such accidents which may or may not be due to fault of the Contractor.
- 1.20** Contractor shall observe all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.
- 1.21** A maximum of two days maintenance time for the vehicle shall be permissible each month. The contractor shall provide suitable substitute vehicle for such days of maintenance. Spare Cascade shall be provided by NEGDC on request, the contractor shall do loading and fixing of the cascade on a substitute LCV and their rates shall be inclusive of incidental charges on this account.
- 1.22** The vehicles provided by the contractor shall have a comprehensive insurance plan, including 3rd party insurance for the LCV and shall keep such insurance cover in force at all time.

2.0 GENERAL DEFINITIONS

- 2.1** **"AREA OF OPERATION OF HIRED VEHICLES"** means the areas/places connected with activities of NEGDC defined in Scope of work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.
- 2.2** **"CHARGES"** means the charges (normal duty hours) of Vehicles per month with prescribed kilometres.

SPECIAL CONDITIONS OF CONTRACT (SCC)

- 2.3** GCC 1.1(m): The OWNER is: North East Gas Distribution Company Ltd (NEGDC) as (C/O NEGDC, North East Gas Distribution Company Ltd, 5th Floor, Central Mall, Christian Basti, GS Road, Dist.- Kamrup (Metro), Assam-781005)
- 2.4** **"CONTRACTOR"** means any proprietorship/ partnership firm or company to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.
- 2.5** **"DAY"** means day starting from 0000 hrs to 2400 hrs.
- 2.6** **"DISTANCE"** means the distance by the shortest approachable route unless otherwise specified.
- 2.7** **"HOUR"** means an hour of sixty minutes. For the purpose of hire and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
- 2.8** **"MONTH"** means a complete calendar month of the year.
- 2.9** **"PRO-RATA HOUR RATE"** means a rate arrived at by the following formula

For 24 hrs duty = Monthly charges / 30 X 24 hrs
- 2.10** **"REPORTING PLACE OF VEHICLES"** means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises. '
- 2.11** **CONTRACT PERIOD**

Contract period shall be Five (5) year and may be extendable for another one year with same rate, terms and conditions on mutual consent.
- 3.0** **STATUTORY VARIATIONS IN TAXES**
- 3.1** The entire work covered under this contract shall be treated as works contract services. Bidder shall be required to quote their unit rates for all the SOR items inclusive of all applicable taxes viz. GST as defined in the tender document. Any statutory variation in the GST during the scheduled completion period only shall be considered by the owner against documentary evidence.
- 4.0** **MAINTENANCE**

The maintenance of Cascade Mounted LCV is in the Awarded Bidders Scope. The Awarded Bidder Should engage only PESO approved third Party Hydro testing agency to execute the work. The detailed Maintenance Report should be submitted to EIC from the PESO approved Party. This health checkup should be done on monthly basis or emergency basis for each LCV and Cascade Mounted LCVs. Violation of this clause shall attract a penalty to the contractor. (Spares for the repair will be in Scope of contractor, NEGDC shall not reimburse the cost of spares.)

Violation of this clause will attract Rs. 15000.00 per month for each LCV for each case plus penalty if any levied by any Statutory body. If any fault / issue is observed during health check-up, the same must be rectified by a PESO approved agency and should be mentioned in the maintenance report. NEGDCL may witness the activities carried out during health checkup.

4.1 INSPECTION

- 4.2 The Owner or his representative shall have the right to inspect LCVs to confirm their conformity to the contract specifications. Regular inspection on monthly basis needs to be done in order to ensure that the vehicle is in safe condition and is fit for the purpose. Such inspections, however, does not absolve Contractor from his responsibilities towards safe and trouble free operations. If any leaks are observed, it should be brought to the notice of Owner and get rectified immediately. Inspection records of the same should be maintained. Based on the inspection, any non-conformity shall be reported to Officer In-charge immediately by Contractor/vehicle crew and the non- conformities shall be rectified within one day of intimation.

5.0 ESCALATION /DE-ESCALATION:

Monthly hiring charges should be quoted considering the rates of CNG of the city where delivery of CNG is to be made. This rate will be considered as base rate per Kg of CNG for the purpose of calculation, escalation and de-escalation for the entire period of contract including extended period, if any, Owner will consider increase / decrease of rates during the contract period for a quantum change of minimum 5% of base price per Kg of CNG. To calculate escalation rate, base price as stated above will be considered on the day of Publishing of Tender.

Variation of CNG price up to + or - 5% of the initial CNG price at the time of quotes shall not be considered. If the change is beyond + or – 5% the de-escalation /escalation will be considered.

For calculation of escalation/ de-escalation on account of rise or fall of CNG prices, the average (mileage) of Commercial Vehicles shall be taken as 6 Km per Kg of CNG consumption. The effective date of implementing the revised rates shall be from 1st of the immediate following month. In case the variation in CNG rate occurs more than once (or on daily basis) in a month then the CNG rate worked out taking average of rates in that month shall be taken in to account for revision of quoted rates. No other variation of rates is allowed on any account and the Contractor will not be permitted to increase the rates unilaterally. The calculation of escalation/ de-escalation on account of rise/fall of price of CNG over base rate will be done as follows:

Quoted monthly Rates for fixed Km slab + {(Km limit of the slab X (New Average CNG rate - Base CNG Rate)) / Avg. of the Vehicle}

i) For example, consider 2000 KM slab for Vehicles, then revised rate will be calculated as given below:

Quoted monthly rate for 2000 KM slab = Rs. 1,20,000/-

Revised per Kg of CNG rate = Rs. 51/- & Base Rate of CNG (on Bid due date) = Rs. 49/-; Then -

Revised Rates for fixed KM slab will be = Rs. 1,20,000 + $\{(2000 \times (51.00-49.00)/6)\}$ = Rs. 1,20,000+666.66 =1,20,666.66/=

ii) For Extra KM, variation in per KM rate due to escalation/ de-escalation of price of CNG shall be:

Revised per KM Rates = Quoted Rate per Extra KM + $\{(\text{New rate} - \text{Base Rates of CNG})/\text{Avg. of the Vehicle}\}$

Say, if Extra KM rate is quoted as Rs. 12/- per KM, Avg. of Commercial Vehicle is 6.0 Km / Kg
Base per Kg rate of CNG = Rs. 49.00

New per Kg rate of CNG = Rs. 51.00; Then -

Revised per KM Rates = $12 + \{(51.00-49.00)/6\}$ = 12 + 0.33
= Rs. 12.33 per Km

6.0 GENERAL INSTRUCTIONS TO BIDDERS

- 6.1 The hiring services shall be provided in terms of shift patterns on round the clock basis as mentioned in the tender document.
- 6.2 The contractor is required to carry out all services as mentioned in the scope of work and schedule of rates on all the 365 days including Sundays and all holidays.
- 6.3 The contractor shall allow weekly rest to his workmen and daily working hours will be fixed as per relevant Act/ Law/and rules made there under. However, no work shall be left incomplete/ unattended on any holiday/ weekly rest. The contractor or his authorized representative shall interact with site Engineer of NEGDCL daily for smooth movement of the transport services.
- 6.4 Contractor has to ensure the safety of man and machine all the times. The contractor shall remain at all times liable to NEGDCL for any loss or damage caused to any building plant machine of NEGDCL due to careless, negligent, inexperienced act of default of the contractor, his agents, representative or employees. NEGDCL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amount payable hereunder to the contractor the cost of repairs or the amount of loss or damages.
- 6.5 The contractor will be liable for any loss or injury to NEGDCL employees/agents due to careless, negligent, inexperienced act or default of the contractor, his / her agents/representative or employees.
- 6.6 Regarding work completion, the decision of the engineer-in-charge shall be final.
- 6.7 The contractor shall make his own arrangement to provide all facilities like accommodation and transport etc. to his workmen. NEGDCL does not make any commitment to provide his employees with facilities such as office accommodation canteen, tea, toilet, telephone etc.
- 6.8 All personnel of the contractor entering on work premises shall be properly neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.

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- 6.9** Contractor shall maintain proper record of his working employee attendance and payment made to them.
- 6.10** The contractor's representative/ supervisor shall report daily to the site engineer of NEGDC for day-to-day working, filling & dispatch of LCVs.
- 6.11** The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by NEGDC.
- 6.12** The rates quoted by the bidder must be inclusive of all taxes, duties and other statutory levies on the vehicles, contractor share of P.F. and insurance charges, contractor profit, repair & maintenance cost of the LCVs, license permits, etc.
- 6.13** It will be the responsibility of the contractor to pay as per the minimum wages of the appropriate government rules applicable under the minimum wages act.
- 6.14** All arrangement for communication from mother stations to the drivers working on jobs under the contract shall be the responsibility of the contractor. The contractor has to provide mobile phones to his supervisor.

7.0 PERMITS & CERTIFICATES

Contractor shall procure, at his expense, all necessary permits, certificates and licenses required for free movement of Loading / Unloading of LCVs as per all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Contractor further agrees to hold Owner 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. Owner will provide necessary assistance to the Contractor to obtain the required permit.

- 7.1** The drivers shall keep the original copies of their licenses with them while driving the vehicles. The vehicle drivers shall ensure that their driving licenses are valid and renewed on time. The Contractor shall submit all records related to the driver qualification including validity of vehicle and driving license to the O-I-C department at the time of deployment. All the vehicle drivers must have valid explosive license certificate.
- 7.2** The legal documents such as Registration Book, Insurance, Driving license, PUC, License for wireless (if applicable), Fitness Certificate issued by Transportation Department (RTO), Tax certificate shall be kept in vehicle.

8.0 ACCOMMODATION / TRANSPORTATION / MEDICAL

- 8.1** The Contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and Owner shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contract personnel.

9.0 GATE PASS / IDENTITY CARD

- 9.1** If required by Owner, the Contractor shall arrange to supply / renew identity card to his workforce at his own cost for security or for any other reasons. Those Contractor's personnel shall be required to carry their respective identity cards while on duty and produce the same on demand.

10.0 RIGHT TO GET SERVICE CARRIED OUT THROUGH OTHER AGENCIES

10.1 Nothing contained herein shall restrict NEGDCL from accepting similar service from other agencies, at its discretion and at the risk and cost of the bidder, if the bidder fails to provide the said service as per the terms, scope specified in this tender any time.

11.0 SUB LETTING OF CONTRACT

11.1 No part of this contract shall be transferred or assigned or sub-let, directly or indirectly to any person / firm or organization without prior permission from NEGDCL.

12.0 THE ENGINEER-IN-CHARGE (E-I-C) 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 be bound by the same.
- ii) Increase and / or decrease the number of the vehicles required. The tentative quantity of work/services are shown on the Schedule of Rates.
- iii) Order the Contractor to remove or replace any workman whom the company / considers incompetent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the Contractor shall be final and binding on the Contractor.

13.0 TERMINATION OF ORDER

13.1 Termination for Default

The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:-

- a) If the Contractor fails to deploy the vehicle / vehicles within the time period(s) specified in the contract; or
- b) If the Contractor fails to perform any other obligation(s) under the contract; and
- c) If the Contractor, in either of the above circumstances, does not rectify his failure within a period of 30 days or such longer period as the Owner may authorize in writing after receipt of the default notice from the Owner.
- d) If the Contractor fails to deploy the LCVs within the time frame or demobilizes the existing LCVs without prior permission from Officer-in- charge. Owner reserves the right to hire the LCVs from any other alternate source at full risk and cost of the Contractor and the charges borne by Owner shall be recovered from the Contractor inclusive of all taxes & duties.

13.2 Termination for non-requirement

The Owner may terminate the contract (whole or in part) in case the ordered vehicles are not required after giving one-month due notice in the regard.

14.0 COMPLIANCE OF LAWS

The Contractor 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.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The installations where job is to be carried out are live and have hydrocarbon environment Contractor shall comply with all safety rules and regulations and other conditions as specified by the Owner.

15.0 DEPLOYMENT SCHEDULE

Contractor Contractor will have to mobilize the number of LCVs within 30 days from the date of Letter of acceptance / LOI (Letter of Intimation) /PO or as directed by Owner. The contract period shall be reckoned from the date of LOA. The deployment / Mobilization schedule will be finalised within one week of date of LOI/LOA. Owner reserves the right to change the deployment schedule.

16.0 SINGLE POINT RESPONSIBILITY

The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

17.0 SUB-LETTING OF WORKS

The Contractor shall not, save with previous consent in writing of the Engineer-in-charge, 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. However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill."

18.0 RATE CONTRACT CONDITIONS

- i. Owner can award to Contractor as per Schedule of Rates (SOR) in bid document as & when required during the validity of Rate Contract.
- ii. Quantity of commercial vehicles in SOR is estimated and payment will be made on actual vehicles deployed based on release order (s) issued.

19.0 ANNUAL RATE CONTRACT CONDITIONS

- i) NEGDCL can award to Contractor as per Schedule of Rates (SOR) in bid document as & when required during the validity of Rate Contract which will be Five (05) years from the date of LOI on successful bidder.

- ii) Completion period will be counted from date of written intimation.

Quantities in SOR are estimated and payment will be made on actual work done basis.

20.0 BIDDER'S WORKMEN

- 20.1 The bidder shall indemnify NEGDCL & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee for the execution of this contract at any time during the contract period and also after the contract period is over for such cases arising out of the time when the contract was operative. All workmen engaged by the bidder shall be on his roll and be paid by him and NEGDCL shall have no responsibility towards them.

- 20.2 The bidder 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.

- 20.3 If, however, any claim is made by any employees of the bidder against the NEGDCL for

SPECIAL CONDITIONS OF CONTRACT (SCC)

wages, compensation or any sum of dues, the bidder agrees to indemnify the NEGDCL of all such claims and to pay all the expenses which the NEGDCL may incur in defending any proceedings pursuant to such claims.

20.4 Unauthorized driving of the bidder's LCV by his men, who do not possess valid necessary vehicle driving licenses within or outside the NEGDCL's premises while handling transportation for the NEGDCL shall not be permitted.

20.5 The bidder shall indemnify NEGDCL against all losses or damages caused to it on account of acts of the personnel deployed by the bidder.

21.0 PAYMENT TERMS

21.1 The Contractor shall submit bills duly certified by designated officers of NEGDCL in respect of the service (vehicle-wise) rendered by him in duplicate on monthly basis to NEGDCL for monthly rate of LCV, in the prescribed Performa duly verified and certified by EIC.

21.2 Payment for extra Km shall be on monthly basis.

21.3 The bills shall show date wise services rendered as per the logbooks. The Contractor is required to submit his bills within 15 days duly filled in all respect to the authorized person of NEGDCL, during currency of the Contract. The bill received duly completed with all certification will be paid within 15 days from the date of receipt of the bill by the concerned F&A Office, if everything is found to be in order.

Following documents to be submitted/ produced along with bills

- GST invoice
- ESI/ EPF clearance certificates of manpower for the last month along with Bills.
- Insurance Policy of the vehicle as per relevant clauses of Contract Agreement.
- Attendance Register and Salary Records.
- Photocopy of the measurement book to be attached with R.A. Bills.
- Any other document required for the purpose of processing the bills be made through e-banking mode only.
- Monthly GPS MIS monitoring/tracking sheet and vehicle logbook to be attached with monthly RA bills.

21.4 Toll Charges shall be paid extra at actual against submission of documentary evidence (Toll receipt).

21.5 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by EIC. NEGDCL will entertain no claim of interest for any delay on billed amount.

21.6 NEGDCL reserves the right to recover from the bill(s), Contract Performance Guarantee / Security of the Contractor, amounts due to NEGDCL against any PRS or as a result of any claims / compensations or due to any statutory imposition, etc. without prior notice. NEGDCL also reserves the right to withhold any payment to safeguard the interest of NEGDCL against any dues, claims, etc. The decision of Officer-In-Charge / EIC in this regard shall be final and

binding on the Contractor.

21.7 No interest shall be payable on withheld amounts.

21.8 Recovery of Income Tax applicable as per Income Tax Act from the bills.

21.9 GST if applicable should be inclusive in quoted rate and break-up of GST to be indicated in SOR.

21.10 The Payment shall be released through RTGS only.

22.0 MOBILISATION ADVANCE

22.1 There is no provision of any mobilization advance under this contract.

23.0 CLEANING of LCV

The Contractor shall take care for proper cleaning of LCV daily upto the entire satisfactions of the Engineer-in-charge.

24.0 PRICE REDUCTION SCHEDULE (PRS)

24.1 Time is the essence of the CONTRACT. In case contractor fails to deploy vehicle within stipulated period then unless such failure is due to force majeure as defined in Bid document, there will be reduction in calculated value @ 0.5% of awarded work value for each week of delay or part thereof subject to maximum of 5% of total Purchase order value.

24.2 Owner may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to contractor from its obligations or liabilities under the contract or by recovery against the performance bank guarantee. Both Owner and contractor agree that the above percentage of price reduction are genuine pre-estimates of the loss/ damage which Owner would have suffered on account of delay/ breach on the part of contractor and the said amount will be payable on demand without there being any proof of the actual loss/ damage caused by such delay/ breach. Owner decision in the matter of applicability of price reduction shall be final.

25.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

25.1 The Contractor shall ensure that the NEGDCL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.

25.2 Contractor shall promote & develop consciousness for Health, Safety & Environment among all personnel working for the Contractor. Regular work-site meetings (Tool box talk) shall be arranged as 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, and fire protection measures such as water and fire extinguishers etc.

25.3 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, NEGDCL may impose penalty and subsequent stoppage of work for non-compliance. The decision of imposing monetary penalty & work stoppage shall be taken by EIC with consultation with Safety Officer of NEGDCL.

25.4 All fatal accidents and other personnel accidents shall be investigated for root cause by NEGDC and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.

25.5 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipment [PPEs]' such as safety helmets, safety shoes, safety belts, dust mask, ear plug, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

25.6 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose-off any such materials without the express authorization of EIC of NEGDC.

26.0 PROVIDENT FUND

26.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act applicable in India and register them with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and Owners contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for payment made to the RPFC for the preceding months. EPF contribution is to be made for actual basic wages, which can't be less than the prevailing minimum wages as prescribed by Govt. of Tripura from time to time.

26.2 In case the RPFC's challan/ receipt, as above, is not furnished, Owner shall deduct 5% (Five percent) of the payable amount from Contractor's running bill and retain the same as a deposit such retained amount shall be refunded to Contractor on production of RPFC Challan/receipt for the period covered by the related running bill.

26.3 In case it is observed that contractor fails to submit requisite RPFC Challans along with bills more than once during the tenancy of the contract and submits subsequently a token penalty per instance may be imposed by owner.

27.0 INSURANCE

The contractor shall be required to take Carrier's Legal Liability Insurance, Comprehensive Insurance Policy including third party coverage for each vehicle and all other materials i.e. fire extinguishers, CNG cascade / cargo etc. from a reputed Insurance Company and shall keep in force during the tenure of the contract. In case of any damage caused by the act of the contractor's personnel to company's property on the vehicle, fittings of CNG loading & unloading point, any property of NEGDC Mother Station & its daughter stations related or not related to CNG and if is not recoverable from the insurance company the same will be recovered from the contractor.

Contractor shall at his own expense arrange, secure and maintain insurance with reputed insurance companies to the satisfaction of the Owner as may be necessary and to its full value for all such amounts to protect the works in progress and his personnel from time to time and the interest of Owner against all risks as detailed in bid document. The form and the limit of such insurance as defined herein together with the under writer works thereof in each

case should be as acceptable to the Owner. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligation under the Contract.

All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price.

Contractor as far as possible shall cover insurance with Indian Insurance Companies.

28.0 STATUTORY APPROVALS

28.1 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 Purchaser for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and

submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities.

28.2 The contractor shall obtain the Traffic Police clearance for 24-hour entry permit for supplying CNG Cascades mounted LCVs on road. The contractor would be responsible for obtaining the 24 hour permission from DCP (traffic). Any assistance/document required in this regard shall be provided by NEGDCL. However, in case of non-availability of permit, additional cost of running of vehicles because of penalty by traffic authority shall be borne by contractor and if find necessary, NEGDCL may begin payment from the date, when contractor has obtained traffic police "24 hours Entry Permit".

28.3 The contractor shall be required to take Comprehensive Insurance Policy including third party insurance coverage for each vehicle taken from a reputed Insurance Company and shall keep in force during the tenure of the contract. The bidder shall also take necessary insurance coverage for drivers and supervisors engaged in the work and shall provide relevant documents on demand. For all other company's materials ie cascades, fire extinguishers etc., NEGDCL will arrange insurance at its own cost.

Cumulative Allowed Time:

- a. Contractor will be allowed to have two day off for each LCV in a calendar month for maintenance of LCV.
- b. The unused period out of 48 hour can be carried forward for next month.
- c. An additional one day per year for each year will be allowed for fitness check. Contractor has to submit copy of fitness test in support of their claim.

29.0 PENALTIES

NEGDCL shall have right to levy following penalties on the Contractor and deduct applicable amount from the Contractor's Running Bills:

29.1 Contractor shall deploy competent Supervisors for the purpose of coordination with NEGDCL

SPECIAL CONDITIONS OF CONTRACT (SCC)

on round the clock basis for monitoring the vehicles movement. Non-deployment or non-availability of supervisors during the operational hour(s) for more than 4 hrs. shall be deemed as one full day (24 hrs) and will attract a penalty of Rs. 700/- per day.

- 29.2** Failure to comply with HSE requirements shall attract penalty of Rs. 500/-. Per each noncompliance.
- 29.3** If Mobile phones are not available with LCV driver then the penalty of INR 200 per day shall be applicable per driver.
- 29.4** All LCV shall be with driver. In case of surprise visit if any passenger found in LCV that one instant shall be penalise by Rs. 1000.00 per instant LCV.
- 29.5** If the LCV is not deployed within 45 days mobilization period or with from the date of Call up Order/LOA then the penalty of INR 2000/- per LCV per Day shall be applicable.
- 29.6** In case of damage to NEGDC supplied free issue items due any reason (accident, fire, theft etc.) the rectification cost shall be borne by the contractor. The material used for such corrective actions shall be pre-approved from EIC/Station In-Charge and all supporting documents shall be handed over to Client/EIC/Station-In-Charge in original.
- 29.7** Delay in Transit: for the calculation of time elapsed during transition, initially a joint survey shall be done by clients & contractors' representative shall be done for fixing such estimates, which shall be duly signed by both the parties. A maximum of 50% of the time evaluated and agreed shall be acceptable under special circumstances, subject to prior intimation to EIC/Station-In-Charge. In case of exceptional circumstances, the decision of EIC/Station-In-Charge, regarding above shall be final. For calculation of penalty for delay in transit beyond the acceptable limit as defined above, the total delay period will be calculated on monthly basis for each LCV and the penalty shall be imposed on pro-rata basis similar to non-availability of LCV.
- 29.8** In case of Gas Leakage due to improper handling by contractor supervisor/driver then the penalty of equivalent amount in terms of INR of Gas loss shall be applicable. The decision of EIC/Station-In-Charge shall be binding on contractor in this regard.
- 29.9** Penalty for non-availability of LCV due to any reason shall be:
- For non- availability of service due to any reason for more than one hour and till four hours Rs.1000 shall be deducted.
 - In case non-availability of service exceeds four hrs period additional penalty @ Rs. 100 per hr. for additional hours of non-availability of service will be imposed.
 - In case the non-availability of LCV is up to 72 hrs. in continuation then the contractor has to provide a replacement immediately. If replacement is not provided by the contractor up-to 72 hrs, EIC reserves the right to deploy the LCV by other sources till the LCV is not provided by the contractor on contractor's risk and cost. The financial implication for that duration shall be deducted from Contractor's bill.
- 29.10** The Contractor has to execute minimum average of 28 trips per month individually of LCV fitted with CNG cascade, failing can impose penalty of Rs. 1000/- per trip.

- 29.11** GPS system should be available for monitoring at all the time and non- working of GPS for any LCV will be construed as deviation in operation of LCV. The bidder shall ensure 100% GPS system availability of LCV. The 100% availability means that the GPS should remain available for 24 hours on all days of the month. However, availability of less than 85% for a LCV will not be tolerated and penalty of up to Rs 2000 per percentage reduction below 85% will be imposed to the bidder. The total GPS related penalty of a LCV would not exceed 10% of monthly LCV rental.
- E.g. in case in a month if availability of GPS system of a particular availability system comes out to be 83% then a penalty of $(85-83) \times 2000$ or Rs 4000/= will be imposed for that LCV.
- 29.12** The total penalty for the month shall not exceed by 100% value of the monthly bill amount.
- 29.13** In case of Breakdown of LCV for more than 12 hours, either bidder has to arrange alternate LCV in replacement or a penalty of Rs. 10000.00 shall be imposed for every 12 hours maximum up to the monthly transportation charge of that LCV.
- 29.14** It shall be the sole responsibility of bidder to follow all kind of statutory approvals and renewals time to time required for operation of LCV to CNG Station/Retail Outlets at Tripura Region. NEGDCL shall provide Maximum five working days for renewal of statutory compliance. Bidder has to submit legal document like expiry date of such approval, rule of the same and renewed statutory certificate to EIC of NEGDCL. For any such kind of statutory approval, bidder has to take prior approval from EIC of NEGDCL with proper detail. For any delay beyond five days, penalty of Rs. 1000.00 per hour shall be applicable.
- 29.15** Proper filling of logbook is part of CNG transportation service. The document is a basis of invoicing and penalty calculation. Transporter shall ensure that their driver fills log books in correct proper manner without making any cutting and erasing detail with correction fluid etc. Cases will be liable for penalty @ up to Rs 100 per instance.
- 29.16** Transporter to ensure that their drivers wear proper uniform and shoes as necessary by relevant clause. Cases of non-adherence of guideline will lead to penalty to transporter @ up to Rs 100 per driver per day.
- 29.17** Transporters to ensure that their drivers & staff remain disciplined during duty hours and compulsorily avoid indulgence in undisciplined activities like intoxication, quarrelling with station staff, quarrelling with NEGDCL employee, quarrelling with public, agitation in station etc. All such activities are undesirable and unsafe for CNG transportation, hence shall be considered as “unsafe practice” and will be treated accordingly.
- 29.18** Contractor shall maintain all statutory records like attendance register, wage register, copies of PF & ESI return etc., and NEGDCL shall have right to inspect the same and ask for submitting the records.
- 29.19** The contractor’s representative/supervisor shall report daily to the Shift-in-Charge in the control rooms for day-to-day working, filling & dispatch of LCVs.
- 29.20** The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by NEGDCL.
- 29.21** In case of non-maintenance of vehicle log book on every three month, Rs 1000.00 per month of delay shall be levied from the running bills.

29.22 The contractor must obtain labour licence before start of work at to CNG Station/Retail Outlets at TRIPURA Region. Work order will be issued only after receipt of labour license from the contractors. No contractor will be allowed to take-up the work without obtaining labour license. If a contractor is found working without having obtained proper labour license, the contract is liable to be terminated.

30.0 CONTRACTOR'S PERFORMANCE

30.1 Contractor's performance will be evaluated after every 6(Six) months as per vendor performance evaluation criteria of NEGDCL.

31.0 CONTRACT PERFORMANCE BANK GUARANTEE

31.1 The successful bidder shall furnish to the purchaser the Contract Performance Bank Guarantee (CPBG) equivalent to 10% of the total order value (total order value will be of contract value but excluding taxes and duties) within a period of twenty-one (21) Days from the date of issue of Purchase Order. The CPBG should initially be kept valid for 90 days beyond the guarantee / warranty period.

31.2 All bank guarantees will also have 30 days claim period beyond expiry date.

31.3 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.

31.4 The proceeds of the Contract-Cum-Equipment 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.

31.5 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.

31.6 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.

31.7 The Contract 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.

31.8 Claim period 30 days more than the validity of the CPBG.

31.9 CPBG shall be issued in favour of NEGDCL.

32.0 NEGDCL BANKING DETAILS REQUIRED FOR CPBG

NEGDCL Banking Details Required For CPBG	
BANK NAME	HDFC Bank
ACCOUNT NAME	NORTH EAST GAS DISTRIBUTION COMPANY LIMITED
Account No.	50200082393085
IFSC Code	HDFC0001474



SPECIAL CONDITIONS OF CONTRACT (SCC)

MICR Code

781240007

SECTION-V
FORMS & FORMATS

FORMS & FORMATS

FORM F-1

BIDDER'S GENERAL INFORMATION

1.	Bidder Name	
2.	Name of Contact Person	
3.	Mobile No. of Contact Person	
4.	Numbers of Years in Operation	
5.	Address of Registered Office	
6.	Operation Address (If different from above)	
7.	Telephone Number	
8.	Mobile Numbers, if any	
9.	E-mail address	
10.	Website	
11.	Fax Number	
12.	ISO Certifications, if any (If yes, please furnish details)	
13.	Bid Currency	
14.	Port of shipment	
15.	Whether Supplier / Manufacture / Dealer / Trader / Service provider	
16.	Type of Material Supplies	
17.	Nature of firm Partnership firm/Prop firm / LLP/ Private limited /Public Ltd/Others	
18.	If others please specify	
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)
20.	Bankers' Name	
21.	Branch	
22.	Branch Code	
23.	Bank account numbers	
24.	PAN No.	
25.	Whether SSI Registrant or not	
26.	GSTN Registration no	

FORMS & FORMATS

FORM F-2

BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.:

Date:

To,

M/s. North East Gas Distribution Company Ltd
5th Floor, Central Mall,
Christianbasti, G S Road,
Dist. Kamrup (Metro),
Guwahati Assam-781005

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 M/s. North East Gas Distribution Company Ltd 5th Floor, Central
Mall, Christianbasti, G S Road, Dist. Kamrup (Metro), Guwahati Assam-781005 (herein after called
'NEGDCL') in the sum of for which payment well and truly made to
NEGDCL, the BANK binds itself its successor and assigns by these presents. Sealed with the Common
Seal of the said BANK this day of year.

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 NEGDCL 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 NEGDCL up to the above amount upon receipt of its first written demand, without NEGDCL having to substantiate its demand, provided that in its demand NEGDCL 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.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this guarantee is issued.

(Signature of the BANK)

(Signature of the Witness)

Name & address of Witness:

Date:

FORMS & FORMATS

FORM F-3

POWER OF ATTORNEY

(To be submitted **on** the letter-head of company)

Tender No.: _____ Tender Description: _____

Name of Bidder: _____

"The undersigned _____ (Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ [name of authorized person/(s)] _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually) and all subsequent communications, agreements, documents etc., in the name and on behalf of the company in connection with the tender no. _____ for _____ (Name of work).

The Signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder)

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

(*)In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor (for Proprietorship firm) in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

FORMS & FORMATS

FORM F – 4 A

ANNUAL TURNOVER

Bidder must fill in this form

Annual Turnover data for the last 3 financial years:

Year		Amount (in INR)
Year 1:	2024-25	
Year 2:	2023-24	
Year 3:	2022-23	

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER

FORMS & FORMATS

FORM F – 4 B

FINANCIAL STATUS

Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	For the year of 2024-25
	Amount (in INR)
1. Current assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	

- Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, indicated above, complying with the following conditions;
 - All such documents reflect the financial situation of the bidder
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER

FORM F – 5
FORMAT FOR CERTIFICATE FROM BANKIF BIDDER'S
WORKING CAPITAL IS INADEQUATE
(To be provided on Bank's Letter Head)

To,
M/s. North East Gas Distribution Company Ltd
5th Floor, Central Mall,
Christian Basti, G S Road, Dist.
Kamrup (Metro), 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 NEGDCCL'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

FORM F-6 CHECK LIST FOR AGREED TERMS AND CONDITIONS

S. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Price Basis	FOT-Site (NEGDCL's Store)
2.	Firm & Fixed Prices	Accepted
3.	Supply as per scope defined in the Tender documents	Included
4.	All Taxes, duties, levies, etc. included in price	Included
5.	Packing & Forwarding is Included in unit price	Included
6.	Validity of Contract & Delivery period (As per Tender document)	Accepted
7.	Guarantee Clause	Accepted
8.	Price Reduction Schedule as per Tender document	Accepted
9.	Term of Payments (As per Tender document)	Accepted
10.	Contract Performance Bank Guarantee to be submitted in Twenty One (21) days	Accepted
11.	Validity of bid & bid security	Accepted
12.	Tender Processing fee amount: Receipt of Online Payment..... Dtd.....for	Yes
13.	EMD of requisite amount submitted : Details of EMD: Online Payment Receipt no..... Dtd.....for	Yes
14.	Price Quoted as per SOR.	Yes
15.	Deviation / exception Form 7	Yes
16.	Defect Liability Period	Accepted
17.	General & Special Conditions of Contract & Technical terms and conditions of the Tender	Accepted
18.	Splitting of qty. among bidders	Not Applicable
19.	GST @....% as applicable	Included
20.	Place of Works/ Godown for dispatch

Name of the Bidder :M/s

Signature :

Name :

Designation :

Date

Seal:

FORM F-7

DEVIATION FORM (On Bidder's letter head)

To,

M/s. North East Gas Distribution Company Ltd
5th Floor, Central Mall,
Christian Basti, G S Road, Dist.
Kamrup (Metro), Assam-
781005

Notes

- 1) BIDDER may list 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 of the BIDDER.

Sec No./ Cls. No.	Page No.	Requirements as per tender	Deviation by Bidder	Clarification / Comments by Bidder	Remarks

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)

FORM F – 8

DECLARATION (on Bidder's letter head)

To,
M/s. North East Gas Distribution Company Ltd
5th Floor, Central Mall,
Christian Basti, G S Road, Dist.
Kamrup (Metro), Assam-
781005

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

We also confirm that we have not been banned or delisted by any Indian Government organisation or its undertaking from quoting.

SEAL AND SIGNATURE OF BIDDER

FORM F- 9

PROFORMA FOR LETTER OF AUTHORITY

Ref. No.

Date:

To,
M/s. North East Gas Distribution Company Ltd
5th Floor, Central Mall,
Christian Basti, G S Road, Dist.
Kamrup (Metro), Assam-
781005

Sub: Bidding Document for

We _____ hereby authorise
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.

SEAL OF THE COMPANY

FORM F - 11

(COVERING LETTER ON LETTER HEAD)

To,

Date:

Subject: Certificate regarding.....

Dear Sir,

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

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place
Date

(Signature)
Name of authorised Signatory
Membership No.

Encl.: As above

Note:

Submission of this form is Mandatory for all the bidders.

FORMS & FORMATS

FORM F- 12

FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT

CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(For supply of Goods/Works/Services)

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount
Year 1: 2024-25	
Year 2: 2023-24	
Tear 3: 2022-23	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description Description	Year: 2024-25
	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:

Chartered Accountant

Date:

[Signature of Authorized signatory]

Name:

Designation:

Seal:

Membership no.

FORMS & FORMATS

FORMS & FORMATS

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 personnel 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 "Paid up share capital and free reserves & Surplus"

FORM F-13

DECLARATION ON TENDER DOCUMENT PURCHASED / DOWNLOADED (on Bidder's letter head)

Ref. No.

Date:

To,
M/s. North East Gas Distribution Company Ltd
5th Floor, Central Mall,
Christian Basti, G S Road, Dist.
Kamrup (Metro), Assam-
781005

Sub: - Bid Document no _____ for _____ (Volume I
& II) Corrigendum & Reply to bidder's queries etc.

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.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Bidder shall submit this form along with relevant document with proper numbering.

North East Gas Distribution Company Ltd (A GOVT. OF ASSAM UNDERTAKING) Tender No: NEGDCL/TENDER/LCV/2025-26/02

FORM F-15 (Proforma for Performance Guarantee - Unconditional)

[On stamp paper of appropriate value]
[from a scheduled bank]

Date:

Loan / Credit No:

IFB No:

[Name of Contract]

To: [Name and address of Purchaser]

Subject : Bank Guarantee No. [insert]

WHEREAS, [insert] a company incorporated under [insert] having its registered office at [insert] and a company incorporated under [insert] having its registered office at [insert] and a company incorporated under [insert] having its registered office at [insert] (collectively hereinafter referred to as the "Supplier/Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) have entered into a Contract for _____ for [insert description of the Project] at [insert location State of Assam, India], dated [insert] (hereinafter such agreement,

as amended modified or supplemented, referred to as the "Contract") with NEGDCL a company duly incorporated and existing under the laws of India having its registered office at Duliajan (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

WHEREAS, it has been stipulated under Clause 6.4 of IFB of the General Conditions of Contract that the Supplier/Contractor is obliged to furnish to NEGDCL an irrevocable, unconditional, first demand bank guarantee issued by specified financial institutions acceptable to NEGDCL, for a sum equal to 10% (ten percent) of the Order Value/Contract Value for the due performance by the Supplier/Contractor of the Contract. AND WHEREAS, [insert] having its registered office at [insert] and a branch office at [insert name of city in India] India, hereinafter referred to as the "Bank" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being a schedule bank in India and acceptable to NEGDCL, has at the request of the Supplier/Contractor agreed to issue this performance bank guarantee in favour of NEGDCL.

NOW THEREFORE THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

- 1) The Bank hereby undertakes the pecuniary responsibility of the Supplier/Contractor to NEGDCL for the due performance of the Contract and for the payment of any money by the Supplier/Contractor to NEGDCL and hereby issues in favour of NEGDCL this irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the "Guarantee") on behalf of the Supplier/Contractor in the amount of Indian Rupees / USD [insert] (insert an amount equal to Ten percent (10%) of the Contract Value) (hereinafter referred to as the "Guarantee Amount").]
- 2) The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to NEGDCL without any demur, reservation, cavil, protest or recourse; immediately on receipt of first written demand from NEGDCL, any sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of Indian Rupees /USD [insert] (insert an amount equal to Ten percent (10%) of the Order Value/Contract Value) without NEGDCL needing to prove or to show to the

Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between NEGDCL and the Supplier/Contractor in respect of the performance of the Contract or moneys payable by Supplier/Contractor to NEGDCL or any matter whatsoever related thereto.

- 3) The Bank acknowledges that any such demand by NEGDCL of the amounts payable by the Bank to NEGDCL shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier/Contractor to NEGDCL.
- 4) The Bank hereby waives the necessity for NEGDCL from demanding the aforesaid amount or any part thereof from the Supplier/Contractor and also waives any right that the Bank may have of first requiring NEGDCL to pursue its legal remedies against the Supplier/Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
- 5) The Bank further unconditionally agrees with NEGDCL that NEGDCL shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:

(i) vary and/or modify any of the terms and conditions of the Contract,

(ii) extend and/or postpone the time for performance of the obligations of the Supplier/Contractor under the Contract, or

(iii) forbear or enforce any of the rights exercisable by NEGDCL against the Supplier/Contractor under the terms and conditions of the Contract

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of NEGDCL or any indulgence by NEGDCL to the Supplier/Contractor or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

- 6) The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by Purchaser to timely pay or perform any of its obligations under the Contract.
- 7) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that Purchaser receives the full amount due hereunder as if no such withholding had occurred.
- 8) This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Supplier/Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization, dissolution or insolvency of any member of the Supplier/Contractor or any other circumstances whatsoever.
- 9) This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by NEGDCL to secure the performance of the obligations of the Supplier/Contractor under the Contract.
- 10) The Bank agrees that NEGDCL at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Supplier/Contractor.
- 11) Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after [insert] (insert the date as per clause 16).
- 12) NEGDCL may assign this Guarantee to any person and in such case NEGDCL shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.

- 13) All disputes arising under this Guarantee shall be referred to a tribunal comprising three (3) arbitrators under the (Indian) Arbitration and Conciliation Act, 1996. Each Party to the arbitration shall appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). The decision(s) of the Arbitral Tribunal, shall be final and binding on the Parties. The venue of arbitration shall be Guwahati, Assam. This Clause 13 shall survive the termination or expiry of this Guarantee. The governing law of the arbitration shall be the substantive laws of India.
- 14) This Guarantee shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause (13) above the courts at [Dibrugarh] shall have jurisdiction over all matters arising out of or relating to this Guarantee.
- 15) The Bank has the power to issue this Guarantee in favour of NEGDCL. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed Indian Rupees/ USD [insert] (insert an amount equal to ten percent (10%) of the Contract Value).
- 16) Notwithstanding anything contained herein, this Guarantee shall be valid up to ninety (90) days beyond the expiry of defect liability period, written notice of which shall be provided to the Bank, whichever occurs later. Any claim under this Guarantee must be received by us before the expiry of the validity period of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Owner under this guarantee will cease. However, if such a claim has been received by us by the said date. All the rights of NEGDCL under this guarantee shall be valid and shall not cease until we have satisfied that claim.
- 17) No action, event or condition which by any Applicable Law should operate to discharge the Bank from liability hereunder shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
- 18) Capitalized terms not otherwise defined herein shall have their respective meanings given such terms set forth in the Contract.

IN WITNESS WHEREOF the Bank, through its authorized officer, has set its hand and stamp on this [insert] day of [insert] 2022.

(Signature)

[Insert name of signatory]
 [insert designation of signatory]
 (Duly Authorized representative)
 Vide power of attorney No. [insert]
 Dated [insert]
 Witness
 [insert]
 [insert]

Note: Validity of bank guarantee shall be, delivery period + 12 months' warrantee period + 90 days

SCHEDULE OF RATES(SOR)

SECTION – VI SCHEDULE OF RATES (SOR)