

 North East Gas Distribution Company Limited Fuelling dreams for a sustainable tomorrow		
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NORTH EAST GAS DISTRIBUTION COMPANY LIMITED (NEGDCL)

(A Joint Venture Company of Assam Gas Company Limited and
Oil India Limited) Guwahati, Assam, India

TENDER OF SITE GRADING WORK IN ASTC BISWANATH MOTHER STATION

OPEN DOMESTIC COMPETITIVE BIDDING

Bid Document No. NEGDCL/TENDER/SG-BISWANATH/2025-26/06

Issued:

16-07-2025

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INVITATION FOR BIDS (IFB)

SECTION - I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

1.0 INTRODUCTION

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.

The company is engaged in the development of City Gas Distribution networks 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 Tripura 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 includes Site Grading and Civil Work in ASTC Biswanath Location

Sl. No.	Type of Station	Location
1	CNG Mother Station	ASTC Biswanath

This document covers the details of work tendered, scope of work, scope of material supply pertaining to associated facilities in Mother Station with respective GA. All works and clauses of this document shall be applicable unless specifically mentioned otherwise.

Scope of work pertaining to Plot Development and Civil Works only.

This document shall be read in conjunction with List of Attachments, Schedule of Rates, specifications, standards, drawings and other documents forming a part of the Tender Document.

For detail scope of work and technical specification refer Technical Tender Volume II of II.

3.0 CONTRACT PERIOD

The period of the Contract shall be for 3 months from the date of LOI / PO/ LOA. The Rates shall be valid for entire contract duration.

This completion period is inclusive of time for Site mobilization & intervening monsoon and the scope of work shall be completed as per instructions of the Owner.

4.0 BID VALIDITY

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

5.0 BIDDING PROCEDURE

- 5.1 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.
- 5.2 Bids must be submitted strictly in accordance with Clause No. 22 of ITB.
- 5.3 Bid must be submitted only on www.assamtenders.gov.in. Physical submission of bid shall not be accepted.

INVITATION FOR BIDS (IFB)

5.4 The bid will be submitted in two parts as below:

5.4.1 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

5.4.2 PART-II (PRICED BID)

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

6.0 DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
6.1	Tender Document Number	NEGDC/ TENDER/SG-BISWANATH/2025-26/06, Dated 16-07-2025
6.2	Type of Tender	E-Tender (Open Domestic Competitive Bidding)
6.3	Tender Document on Sale	16-07-2025 to 28-07-2025
6.4	Tender document fee	INR 500/- (Inclusive of GST)
6.5	Pre-bid meeting date and venue	Site Grading - ASTC Biswanath Mother Station Monday, July 21 · 3:00 – 4:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/bwv-wihm-pdz
6.6	Bid Submission Start date and time	23-07-2025 from 1100 HRS. IST
6.7	Bid Submission End date and time	28-07-2025 till 1100 HRS. IST
6.8	Un-Priced bid opening date and Time	28-07-2025 at 1600 HRS. IST
6.9	Place of Un-Priced bid opening	DGM (C&P) NEGDC, 5 th Floor, Central Mall, Christian Basti, GS Road, Guwahati, 781005.

INVITATION FOR BIDS (IFB)

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.

7.0 BIDDER EVALUATION CRITERIA (BEC)

7.1 Technical:

Bidder should have experience of having successfully completed "Similar Work", during the last seven (07) years ending the last day of month previous to the one in which applications are invited and should be either of the following:

One similar completed work costing not less than the amount (INR – Lakhs)	Two similar completed works costing not less than the amount (INR – Lakhs)	Three similar completed works costing not less than the amount (INR – Lakhs)
5.50	3.43	2.75

Definition of "Similar Work"

Site Grading of Plot involving Earth Filling, Excavation, Dismantling / Demolition of RCC Work, Clearing of Debris.

7.1.1 Documents Required during Bid for Technical Qualification

BEC Clause no.	Documents required for qualification
7.1.1	a) Detailed purchase order/work order along with Schedule of Rates
7.1.1	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.

7.2 FINANCIAL:

7.2.1 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 3.44 lakhs**.

7.2.2 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.

7.2.3 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 0.69 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.

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

7.3.1 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.

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

7.3.3 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**.

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

8.0 TENDER PROCESSING FEE & BID SECURITY

8.1 TENDER PROCESSING FEE

8.1.1 Non- refundable tender processing fee of **INR 500/- (Indian Rupees Five Hundred only)** related to e-procurement shall be paid through e-procurement portal:

Method of paying online tender processing fee:

8.1.2 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>

8.1.3 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.

INVITATION FOR BIDS (IFB)

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

8.2 BID SECURITY

8.2.1 Bid must be accompanied by a bid security amount of **INR 13,750/- (Indian Rupees Thirteen Thousand seven hundred fifty only)**

8.2.2 EMD/ Bid Security may be paid online through e-procurement portal:

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

8.2.3 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>

8.2.4 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.

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

8.2.6 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.**

8.2.7 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.

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

9.0 PRE-BID MEETING

9.1 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.

9.2 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, 9730131708

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**

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

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**

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Bid Opening (Live)
- Short fall Documents
- My Bids History
- Short Fall Documents History
- Archived Clarification
- Tender Status
- My Withdrawn Bids

Post Award Management

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 file for proceeding to bid.
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 file for proceeding to bid.
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:

INSTRUCTIONS TO BIDDERS (ITB)

- 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

INSTRUCTIONS TO BIDDERS (ITB)

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

INSTRUCTIONS TO BIDDERS (ITB)

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

INSTRUCTIONS TO BIDDERS (ITB)

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)

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

1.0 DEFINITIONS

The Owner is: North East Gas Distribution Company Limited 5th Floor, Central Mall, GS Road, Christian Basti, Kamrup, Assam – 781005

2.0 GENERAL

- 2.1 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform badges while working on premises of the Purchaser including work sites.
- 2.2 The unit rates quoted by the bidder must be inclusive of all the taxes, duties & levies except GST. Applicable GST shall be quoted separately.
- 2.3 Contractor shall provide all labour and necessary supervision to carry out the work as per the scope of work as defined in tender document, which forms part of this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with General Conditions of Contract.

3.0 INTERPRETATIONS

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

4.0 PAYMENT TERMS

The SCC provisions shall supplement GCC clause 91.0 & 92.0 as detailed below:

1st running (RA) bill shall be processed only after submission of statutory documents like Workmen Compensation (WC) policy, Insurance policies (Open transit policy), labour license, BOCW registration, Contractor All Risk (CAR) policy, and GST registrations etc. Running bill shall be processed only after submission of RPFC/ESI challans of previous month and BOCW challan.

- a. 80% on completion of work as certified by EIC & EPCM.
- b. 20% on completion of all activities and their acceptance, submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

The contractor shall raise invoices on monthly basis for works carried out duly certified by Engineer-in-Charge in triplicate. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within one month to avoid any statutory penalties on delay in paying taxes.

The payment shall be released within 45 days from the date of receipt of invoice, if found to be in order and duly certified by PMC/EIC.

5.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

- 5.1 The Contractor will strictly adhere to Health Safety and Environment policy as stated in Technical Specifications Vol. II of II of this Bid document and/ or the policies followed by the Owner.
- 5.2 All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by OWNER will be strictly adhered to by the Contractor.
- 5.3 Contractor has to ensure the safety of man and machine all the times. Damages to equipment due to bad workmanship/negligence will be recovered as per the decision of Engineer-in-Charge, which will be final and binding upon the contractor.
- 5.4 The contractor shall supply all the protective safety equipment like helmets / hard head hats, gumboots / safety shoes, hand gloves, safety belts, eye protection, ear protection etc. to his workmen at his own cost as required by operations.
- 5.5 Carrying / striking of matches, open flames, lighters or smoking or other such acts, which may cause fire hazards at the work site / in the terminals / installations, is strictly prohibited.
- 5.6 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.
- 5.7 In addition to the PRS clause, penalties for violation of HSE shall be imposed as per "PENALTIES" clause of SCC.

6.0 ARBITRATION

Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [NEGDC] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (NEGDC) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the

parties. The Arbitration proceedings shall be in English language and venue shall be Guwahati, Assam, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Assam.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

7.0 PROVIDENT FUND

The Contractor shall strictly comply with the provisions of Employees Provident Fund Act, 1952 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.

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.

8.0 BUILDING AND OTHER CONSTRUCTION WORKERS (BOCW), ACT 1996

Applicability – the said act is applicable to every establishment which employs or had employed on any day often preceding twelve months, 10 or more building workers in any 'Building or other construction work' (Building or other construction work means the construction, repairs, maintenance or demolition of or in relation to building , streets, roads, railways, tramways, airfields, drainages, embankment, transmission and distribution of power, water works, oil and gas installations, pipeline etc., (refer section 2(d) of the act). It does not include any building and other construction work to which the factory act 1948 and the mines act 1952 is applicable).

9.0 CONTRACTOR'S OBLIGATION AT SITE

Contractor shall employ a Project Manager on company roll. The Project Manager must have qualification of BE Civil / Diploma in Civil Engineering with min. 5-8 years of work experience in Civil Works. He shall be single point of contact for all the works and must represent company in the review meetings. In addition, contractor shall deploy adequate Manpower for Project Management, Planning, QHSE, QA/QC activities as per instructions of Engineer-in-charge before start of work.

10.0 COMPLIANCE WITH LAW

- i. Apprentices Act.
- ii. Contract labour (Regulation & Abolition) Act.
- iii. Employers Liability Act.
- iv. Environment Protection Act.

- v. Factory Act.
- vi. Industrial Dispute Act.
- vii. Minimum Wages Act.
- viii. Payment of Wages Act.
- ix. Workman Compensation Act.
- x. Building and Other Construction Workers (Regulation of Employment and Condition of service) Act, 1996
- xi. GST Regulation
- xii. Any other Statute, Act, Law as applicable

11.0 SITE CLEANING

Contractor shall clean and keep clean (Housekeeping and cleanliness) the work site always to the satisfaction of the Engineer-in-charge for easy access to work site and to ensure safe passage, movement and working.

The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge.

No extra payment shall be paid on this account.

12.0 WORKMANSHIP

Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.

The work executed and material supplied shall be to the satisfaction of Engineer-in-Charge and contract price shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.

The Engineer-in-Charge or his authorized representative shall approve the quality of all the materials used by contractor from time to time.

13.0 COMPLETION DOCUMENT

Contractor in four sets shall submit the following documents in hard binder, as a part of completion documents:

- a) Copies of the Inspection reports, welding, lowering etc, HDD Profiles, Approved construction drawing, As-built drawing, Pre testing, final Hydrostatic and other Test reports.
- b) Material Reconciliation.
- c) All other requirements as specified in the respective specifications.
- d) Completion Certificate issued by Owner's Site Engineer.
- e) No claim and No dues certificate by the Contractor.
- f) Recovery statement, if any.

- g) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- h) Copies of deviation statement and order of extension of time, if granted.
- i) Copies of all documents related to statutory requirements like Labour License, CAR Policy, WCP, EPF, ESI challans etc.
- j) Any other contractual documents required on completion.
- k) Site compliances documents i.e. approved pipe book & As-built drawing, delay analysis, Testing & Commissioning Report, time extension (if any), hand over documents and submission of hard copies & soft copies of all final documents.

Note: The Contractor shall be eligible to apply for issue of completion certificate after submission of completion documents as mentioned above.

14.0 GROUNDS OF TERMINATION

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

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

The termination of the contract should be done after following the due process as per provisions of the contract.

15.0 TENDERS NOT IN PRESCRIBED FORMS

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

16.0 TENDERS NOT CONFORMING TO SPECIFICATIONS

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

17.0 PENALTIES

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

- 17.1 In case required numbers of safety equipment like Safety Harness belts, helmets, fluorescent jackets etc as per the Technical Specifications and Special conditions of the contract of the tender, could not be provided by the contractor during execution, work shall be suspended and penalty will be levied as per SCC clause "PENALTIES" 17.2.
- 17.2 The case as in clause "PENALTIES" 30.1 above shall attract penalty of Rs. 1000/- per instance on issuance of site-memo. On delay in compliance of site memo per instance shall attract additional penalty of Rs. 5000/- per day. Subsequent non-compliance within 5 days shall lead to a deduction of upto 5% from RA bill at the discretion of the EIC and may also lead to black listing of the contractor for future jobs.
- 17.3 In case contractor working without valid work permit work shall be suspended for the day and penalty of Rs. 2000/- per instance shall be levied with a notice to contractor.
- 17.4 Contractor's owner has to present at project review meeting every month and as & when required, within 5 days of written notice. Subsequent non-compliance shall lead to a penalty of Rs. 2,000/- per instance. If no further response/communication is obtained within next 3 days, then penalty may be increased multiple times at the discretion of EIC.
- 17.5 In case of complete compliance of HSE norms throughout the contract period the contractor shall be issued a letter of appreciation by the Owner on recommendation by the consultant.
- 17.6 In case of installation of contractor's supplied material without inspection and prior approval EIC/sited in charge, Rs. 5000/- per instance shall be levied from the running bills.
- 17.7 **In case of delay in mobilization of resources or poor mobilization / non-mobilization of resources after intimation from NEGDCL site incharge, will result into a penalty of Rs. 1000/- per day or part thereof.**
- 17.8 In case of non- compliance of statutory provisions penalty will be imposed by the owner as detailed below:
 - a) Contractor's failure to submit **RPFC/ ESI** challans of previous month along with the bills during the validity of the contract, Owner shall **deduct 5% (Five percent)** of payable amount from the 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. In case of non-submission of challans for a particular month, a penalty of **Rs. 5000 /- shall be imposed for that particular month.**
 - b) Delay of more than 21 days from the date of work order in obtaining / submitting WC cover or taken for shorter duration will result into penalty of **Rs. 5000/- per week** or part thereof.
 - c) Delay of more than 21 days from the date of work order in obtaining / submitting the required insurance policies as specified in the tender document will result into a penalty of **Rs. 5000/- per week** or part thereof.

SPECIAL CONDITIONS OF CONTRACT (SCC)

- d) The contractor must obtain labour licence at the start of work at allotted site. Delay of more than 30 days from the date of work order in submitting the labour licence shall attract a penalty of **Rs. 5000/- per week** or part thereof
- e) Delay of more than 21 days from the date of work order in obtaining / submitting CPBG of requisite amount as well as timely extension of value and / or time period shall attract a penalty of **Rs. 5000/- per week** or part thereof.

All the penalties are inclusive of all taxes, duties and levies.

18.0 STATUTORY VARIATIONS IN TAXES

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.

19.0 SUB LETTING OF CONTRACT

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.

20.0 CONTRACTOR'S PERFORMANCE

Contractor's performance will be evaluated after every months as per vendor performance evaluation criteria of NEGDCL.

21.0 CONTRACT PERFORMANCE BANK GUARANTEE

- i. 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.
- ii. All bank guarantees will also have 30 days claim period beyond expiry date.
- iii. 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.
- iv. 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.
- v. The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.
- vi. 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.
- vii. 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.
- viii. Claim period 30 days more than the validity of the CPBG.
- ix. CPBG shall be issued in favour of NEGDCL.



SPECIAL CONDITIONS OF CONTRACT (SCC)

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
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 D 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 D 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

FORMS & FORMATS

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/SG-BISWANATH/2025-26/06**

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 Dibrugarh, 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)