

NORTH EAST GAS DISTRIBUTION COMPANY LIMITED (NEGDC)

TENDER FOR

SUPPLY OF MANUAL BALL VALVES IN GA-11.03, ASSAM

TENDER DOCUMENT NO.

NEGDC/TENDER/VALVES/2026-27/02

COMMERCIAL VOLUME

**OPEN DOMESTIC TENDER
(THROUGH E-TENDERING MODE)**

Date: 13.05.2026

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INVITATION FOR BIDS (IFB)



SECTION - I
INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)



OPEN DOMESTIC COMPETITIVE BID (THROUGH E-TENDERING MODE)

NOTICE OF INVITATION FOR BIDS (IFB)

SUPPLY OF MANUAL BALL VALVES IN GA-11.03, ASSAM

BID DOCUMENT NO. NEGDCL/TENDER/VALVES/2026-27/02

1.0 INTRODUCTION

1.1 North East Gas Distribution Company Limited (NEGDCL) is a joint venture of Assam Gas Company Limited (AGCL) and Oil India Limited (OIL) having its registered office in 5th Floor, central Mall, G.S. Road, Kamrup.

2.0 BRIEF DESCRIPTION

3.0 BRIEF SCOPE

3.1 The scope of supply covers Design, Engineering, Manufacturing, Inspection, Shop Testing, submission & Approval of Design Calculation & Drawings, Loading, Transportation & Unloading of Manual Ball Valves for use in onshore natural gas Pipeline/ Station and documentation in accordance with the requirements of this tender:

Sr. No.	Item Description	Make	Quantity
BALL VALVES CONFORMING TO API-6D OF SIZES 6" (150 NB) & 8" (200 NB) (ANSI RATING 300#, WITH / WITHOUT LOCKING ARRANGEMENT, FULL / REDUCED BORE, BUTT WELDED, TRUNION MOUNTED, WELDED BODY DESIGN AND MANUALLY OPERATED.			
1	6", BALL VALVE, FB/RB, BW, BODY: ASTM A216 GR. WCB / ASTM A105, BALL: SS-304 / SS-316 (Solid) OR (ASTM A105/ ASTM A216 Gr. WCB) + 75 micron ENP, 300# , WELDED BODY DESIGN, SOLID EPOXY COATING, UNDER GROUND	L&T Valves / Microfinish Valves	25
2	8", BALL VALVE, FB/RB, BW, BODY: ASTM A216 GR. WCB / ASTM A105, BALL: SS-304 / SS-316 (Solid) OR (ASTM A105/ ASTM A216 Gr. WCB) + 75 micron ENP, 300# , WELDED BODY DESIGN, SOLID EPOXY COATING, UNDER GROUND	L&T Valves / Microfinish Valves	1

3.2 Bid submitted by any other bidder apart from the above makes shall not be considered for evaluation.

3.3 For detailed scope of work and specifications, refer technical volume.

4.0 CONTRACT PERIOD

4.1 The Supply of valves shall be made lots wise as follows:

1st Lot shall be delivered within 16-20 Weeks from date of LOA/PO whichever is earlier and 2nd Lot within 16-20 weeks from date of Delivery Order.

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Lot	Quantities (Nos)	Remarks
1 st Lot	9	8" (1 nos) & 6" (8 nos) valves
2 nd Lot	17	6" valves

4.2 In case of delay in completing any activity within time schedule mentioned above, PRS clause shall be applicable against each item individually as per relevant clause.

5.0 BID VALIDITY

5.1 Bid should be valid for **180 days** from the date of schedule submission.

6.0 BIDDING PROCEDURE

6.1 Bidding will be conducted through Open Domestic Competitive Bidding basis. Single stage two bid system is adopted for this tender. Bid documents shall be submitted through E-Tender Process only.

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

6.3 Bid must be submitted only on <http://www.assamtenders.gov.in>. Physical submission of bid shall not be accepted.

7.0 DETAILS OF BID DOCUMENTS

7.1	Tender Document Number	NEGDC/TENDER/VALVES/2026-27/02
7.2	Availability of Tender Document on e-tendering website	From 13.05.2026 to 20.05.2026
7.3	E-tendering processing Fee (Non-refundable)	INR 1300 /-
7.4	Pre bid meeting date and venue	Prebid Meeting - Valves Friday, May 15 · 3:00 – 4:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/zpe-jwye-vbu
7.5	Bid Submission start date and time	16.05.2026 from 10:00 HRS. IST, on e-tendering website http://www.assamtenders.gov.in
7.6	Bid Submission End Date and time	20.05.2026 till 11:00 HRS. IST, on e-tendering website http://www.assamtenders.gov.in
7.7	Un-Priced bid opening date and Time	20.05.2026 at 16:00 HRS. IST, on e-tendering website http://www.assamtenders.gov.in
7.8	Price bid opening date and time	Date and time shall be intimated later

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7.9	Address for opening of bids through e-tendering website http://www.assamtenders.gov.in	North East Gas Distribution Company Limited 5th Floor, Central Mall, GS Road, Christian Basti, Guwahati, Kamrup, Assam – 781005, India
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Note:

Bidders are advised to complete the registration on e-tender portal (<http://www.assamtenders.gov.in>) at least two working days prior to bid submission date.

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

DOWNLOADING OF TENDER DOCUMENT

The entire tender document has been webhosted on NEGDCCL, Assam Govt. e-procurement website i.e., <http://www.assamtenders.gov.in>. 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 website mentioned above.

Method of paying online tender processing fee:

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>

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.

Any bidder who does not pay this processing fee will not be able to proceed further for bid submission.

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

Bid shall be uploaded in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no. 22.1 of ITB.

Tender processing fee and EMD to be submitted online. The 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

PART-II (PRICED BID)

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

INVITATION FOR BIDS (IFB)



8.0 BIDDER EVALUATION CRITERIA (BEC)

8.1 Technical

8.1.1 Bidder shall be a manufacturer of Ball Valves as per API Specifications 6D and shall have a valid license to use API monogram for the proposed manufacturing plant(s).

Note: Reference date for validity of API-6D license shall be considered as Bid due date for bid evaluation purpose.

8.1.2 The Bidder shall have designed, manufactured, tested and supplied from the proposed manufacturing plant at least one (1) number Ball valve as per API 6D, identical in terms of design, and equal or higher in terms of size and pressure rating, as quoted for, in the last seven (7) years reckoned from the bid due date.

8.1.3 Bids Submitted by the Owner / Authorized Supplier / Trading House / Sole Selling Agent / Distributor of a Manufacturer:

- i. Bids are invited from the Ball Valves manufacturer. Likewise, an authorized supplier / trading house / sole selling agent / distributor of a manufacturer can also submit the bid.
- ii. Bid submitted by owner / authorized Supplier / Trading house / Sole Selling Agent / Distributor of a manufacturer shall also be considered provided the manufacturer meets the Technical Criteria stipulated under respective clause no. 8.1.1 & 8.1.2, above, subject to the following:
 - a. Bidder is owner / authorized Supplier / Trading House / Sole Selling Agent / Distributor of the Manufacturer.
 - b. Compliance of Technical Specifications and Guarantee / Warrantee requirements by Manufacturer, in case order is placed on the bidder.
 - c. One manufacturer can quote only through one marketing organization and a marketing Organization shall offer product of only one manufacturer.

8.2 Financial

8.2.1 Average Annual Turnover

The minimum average annual turnover achieved by the bidder as per their audited financial results during the last three preceding financial years shall be INR 32 lakhs.

8.2.2 Net Worth

The net worth of the company must be **positive** as per the audited financial result of preceding financial year.

8.2.3 Working Capital

The minimum working capital of the bidder as per the last audited financial statement for immediate preceding financial year shall be INR 6.42 lakhs.

Note to BEC:

- a. The above qualification Criteria is exclusive of GST as applicable.
- b. Average turnover shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have turnover in any one or two of the years of the submitted financial years, the turnover for that / those years shall be taken as Nil and the average turnover will be calculated by considering the denominator as 3 years – to determine the conformity to the turnover criteria.
- c. A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for

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Subsidiary / Fellow subsidiary/ Holding company executed against orders fulfilling above BEC criteria will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder and challan towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

- d. Similar work executed as a sub-contractor shall not be considered for the purpose of Bid Evaluation and Qualification.

8.3 Documents Required

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

BEC Clause No.	Description	Documents required for qualification
BEC –Technical		
Technical BEC 8.1.1	Technical Criteria	Copy of API 6D License. If the license is pending for renewal with API, bidder shall submit copy of valid license extension letter from API along with expired license. License and License extension shall be certified as mandated by notes specified below.
Technical BEC 8.1.2	Technical Criteria	Copies of Purchase Order (P.O.) / Work Order (WO) and corresponding Inspection Release Note/ Dispatch Clearance Certificate/ Order completion certificate etc. of relevant previous supplies (having cross reference to P.O.). Bidder can also submit any other relevant document deemed necessary by bidder to establish the qualification. All the documents submitted by bidder shall be certified as mandated by notes specified below.
Technical BEC 8.1.3	Technical Criteria	Bidder who is an Owner/ authorized Supplier/Trading House/ Sole Selling Agent/Distributor of a manufacturer meeting the Criteria stipulated under Clause no. 8.1.3, above shall furnish a “Letter of Undertaking” from manufacturer along with the bid. Further, bidder to submit the required documents to justify the requirement of the clause.
BEC – Commercial		
Financial BEC 8.2.1	Average Annual Turnover	Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for three preceding financial years. AND Certificate from Statutory Auditor/ Chartered Accountant for details of financial capability (Form 5).

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BEC Clause No.	Description	Documents required for qualification
Financial BEC 8.2.2	Net Worth	<p>Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year.</p> <p style="text-align: center;">AND</p> <p>Certificate from Statutory Auditor/ Chartered Accountant for details of financial capability (Form 5).</p>
Financial BEC 8.2.3	Working Capital	<p>Bidder must submit: Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding year</p> <p>In case of inadequate or negative working capital, Letter from the bidder's Bank (as per format Annexure-1 of Forms & Formats) having net worth not less than INR 100 Crores, confirming the availability of the line of credit for at least working capital requirement as stated in BEC.</p> <p style="text-align: center;">AND</p> <p>Certificate from Statutory Auditor/ Chartered Accountant for details of financial capability (Form 5).</p>

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

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

Note:

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

8.4 Verification of BEC documents:

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

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Code of Integrity. Such bids shall be liable to be rejected as nonresponsive in addition to other punitive actions.

9.0 BID SECURITY / EMD

9.1 All bids must be accompanied by a bid security amount of **INR 1,28,500.00** only.

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

9.3 **Method of paying online EMD/ Bid Security are following:**

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>.

Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee and EMD using NEFT/ RTGS option from any bank against system generated prefilled challan.

9.4 EMD/Bid security may also be submitted in the form of Bank Guarantee issued from any Indian scheduled bank (other than Co-operative Bank) or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank (other than Co-operative Bank). However, other than the Nationalised Indian Banks, the banks who's BGs are furnished, must be commercial banks having net worth in excess of INR 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bid guarantee shall be submitted in the prescribed format and shall be in favour of "North East Gas Distribution Company Limited".

9.5 The EMD exemption is provided to facilitate submission of Bank Guarantee (BG) in e-procurement portal only

9.6 EMD/ Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 240 days from scheduled date of bid submission. Original copy of Bank Guarantee to be submitted at NEGDCCL office within 07 days of Unpriced Bid Opening to :

Head, C&P Department,

NEGDCCL, 5th Floor, Central Mall,

Christian Basti, GS Road, Guwahati 781005, Assam, India.

9.7 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. The details of NEGDCCL bank account number is as follows:

HDFC BANK, Chirstian Basti,

G.S. Road, Guwahati,

IFSC : HDFC0001474

A/c. No : 50200082393085

10.0 PRE-BID MEETING

10.1 The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser at least one day prior to pre-bid meeting date. The pre bid meeting can be organized through video conferencing or physically. In case of

INVITATION FOR BIDS (IFB)



physical meeting, the venue of pre bid meeting is North East Gas Distribution Company Limited (NEGDCCL) office at 5th Floor, Central Mall, GS Road, Christian Basti, Guwahati, Kamrup, Assam – 781005, India.

10.2 Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting.

10.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

Instructions to bidders for Pre-bid meeting through video conferencing:

In case of pre-bid meeting through video conferencing, all bidders intending to attend pre-bid meeting must send their interest through email along with details of registration on e-tender website. E-mail received from bidders within due date and time shall be invited formally through email to attend the meeting. Instructions to bidders:

- (i) All bidders who have submitted their registration details and are interested in attending the pre-bid meeting, will be invited via email one (1) hours prior to start of scheduled meeting to join as guests through the link shared in email.
- (ii) Upon joining the video conference, bidders have to mention their organization name as well as representative name.
- (iii) All bidders/participants mandatorily have to pin NEGDCCL screen on their computer screens during the pre-bid meeting.
- (iv) Bidders shall be allowed to discuss their queries in sequence of their responses received.
- (v) Time slot shall be allotted to each bidder to ask his queries.
- (vi) Recording shall be done for pre-bid meeting.
- (vii) Clarifications or queries raised shall be responded to during meeting or through subsequent email.

11.0 GENERAL

11.1 NEGDCCL reserves the right to split the items among the bidders or place the order for part quantity or delete any item from bidder's scope of work.

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

11.3 Bids through Fax/ E-mail are not acceptable.

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

11.5 Owner/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.

11.6 Bid document is non-transferable. Bid received from the bidders in whose name E-tendering processing fee (Non-refundable) shall be considered.

11.7 Contact details of owner is given below

North East Gas Distribution Company Limited.
5th Floor, Central Mall, GS Road, Christian Basti,
Guwahati, Kamrup, Assam – 781005
Contact Person: Mr. Bidyut Paban Saikia, Mr. Bhaskar Goswami

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Telephone: +91 7002692397, 9730131708

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

- 11.8 Contact details of Assam state procurement cell help desk :
1800 1021 417



**SECTION - II
INSTRUCTIONS TO BIDDERS (ITB)**

A. INTRODUCTION

1.0 INTRODUCTION

- 1.1 The Owner/ Consultant invites bids through e-tendering mode for projects 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 ELIGIBILITY OF BIDDERS

- 2.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 2.2 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.
- 2.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner/ Consultant in accordance with ITB.
- 2.4 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.

3.0 ONE BID PER BIDDER

- 3.1 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.
- 3.2 "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.
- 3.3 Alternative Bids shall not be considered.
- 3.4 The provisions mentioned at cl. no. 3.1 and 3.2 shall not be applicable wherein Bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender, which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

INSTRUCTIONS TO BIDDERS (ITB)



4.0 SINGLE POINT RESPONSIBILITIES

4.1 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.

5.0 COST OF BIDDING

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

6.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

6.1 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.

7.0 SITE VISIT

7.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparation of the bid and entering into the Contract. The cost of visiting the site shall be at bidder's own expenses.

7.2 The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

B. THE BID DOCUMENTS

8.0 CONTENT OF BID DOCUMENTS

8.1 The bidding procedures, and contract terms are prescribed in the bid documents. In addition to the Invitation for Bids (IFB), the bid document includes:

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 bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders 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.

C. PREPARATION OF BIDS

11.0 LANGUAGE OF BID

11.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Owner / Consultant, 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:

- i. Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;
- ii. Price Bid having Price Schedule/SOR filled up in accordance with tender documents in a separate envelope.
- iii. 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
- iv. Bid security furnished in accordance with Performa given in this bid documents.

INSTRUCTIONS TO BIDDERS (ITB)



12.2 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.

14.0 BID PRICES

14.1 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.

14.2 Bidder must quote for complete scope of work & indicate prices against each SOR item. Bid submitted for part scope shall be rejected.

14.3 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.

15.0 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

16.1 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 Owner's satisfaction:

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

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

INSTRUCTIONS TO BIDDERS (ITB)



- 18.4 Original Bid Security in the form of BG etc. shall be submitted in a sealed envelope clearly super scribing "Bid Security – Original" along with the name and address of bidder, tender subject, tender document number and shall be addressed to the address given in Section-IFB. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement of the EMD and its consequential rejection.
- 18.5 Any bid not secured in accordance with IFB and ITB Clauses may be treated as non-responsive and rejected.
- 18.6 Earnest Money Deposit (EMD) so paid will be refunded to the unsuccessful bidders after the award of work. For bidders who have submitted their EMD through any of the e-payment mode, refund of the EMD amount shall be made to the account as mentioned in their profile on the e-tender portal.
- 18.7 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security against Contract/Order.
- 18.8 The bid security may be forfeited if:
- (i) The bidder withdraws the bid within its validity.
 - (ii) The bidder revised / modified their bids suo moto affecting the bid requirement.
 - (iii) The bidder does not accept the LOA/PO/Contract.
 - (iv) Execution of job has not started as per timelines defined in tender document.
 - (v) If it is established that bidder has indulged in corrupt and fraudulent practice or have submitted forged documents the bid security shall be forfeited in addition to other action like putting the vendor on holiday after following the due process.
- 19.0 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 Owner. Owner may reject the bid having shorter validity period as non-responsive.
- 19.2 In exceptional circumstances, the Owner 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 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.
- 20.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.
- 20.3 As bidding shall be done through e-tendering, digitally signed documents to be uploaded.

INSTRUCTIONS TO BIDDERS (ITB)



21.0 DEVIATIONS

- 21.1 Owner/ Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc. to avoid delay seeking clarifications on technical/ commercial aspect of the offer.
- 21.2 **Deviations if any have to be listed only in the cover letter & Form 2** of the bid submitted by the bidder. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Owner.
- 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, Owner reserves the right to take the final decision in this regard, without assigning any reason.

D. PREPARATION AND SUBMISSION OF BIDS

22.0 PREPARATION OF BIDS

- 22.1 Documents (duly signed by the authorized signatory) to be uploaded by the bidder on the portal which shall comprise of the following:

Covering Letter with

- i. Bidder's General Information Form 1
- ii. No deviation confirmation / Deviation Form as per Form 2
- iii. Format for Details of Similar Goods/ Work/ Services Supplied/ Done During Past 7 Years as per Form 3
- iv. Format regarding Supply of Goods/Works/Services as per Form 4
- v. Certificates against financial capability as per Form 5
- vi. Confirmation that bidder is not put on Holiday by NEGDC, AGCL, Oil India or banned / blacklisted by Govt. Department on due date of submission of Bid as per Form 6
- vii. Declaration as per Form 7
- viii. Information regarding any current litigation in which the bidder is involved in Form 8.
- ix. Power of attorney of the signatory to the bid document on non-judicial stamp paper.
- x. Bid Bond Proforma / Proforma for EMD as per Form 9
- xi. Un-priced Schedule of Rates (SOR) dully filled as "Quoted".
- xii. Copy of Cancelled Cheque, GST, ESI, PF and PAN Registration Certificates
- xiii. Bank Mandate Form as per Form 11
- xiv. Policy to provide Purchase Preference (Make in India Policy) in Form 12
- xv. Undertaking On Letterhead Regarding Bidder Sharing Border with India as Form 13
- xvi. Format for certificate from bank if bidder's working capital is inadequate as per Annexure – 1, if applicable
- xvii. Other documents as per Technical Volume of bid document

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

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

INSTRUCTIONS TO BIDDERS (ITB)



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

23.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION

23.1 Tender document may be downloaded from E-procurement portal <http://www.assamtenders.gov.in> 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). NEGDC will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders.

24.0 DEADLINE FOR SUBMISSION OF BIDS

INSTRUCTIONS TO BIDDERS (ITB)



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

25.0 LATE BIDS

- 25.1 Any bid received by the Owner/ Consultant after the deadline for submission of bids prescribed by the Owner/ Consultant will be rejected.

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 due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 26.2 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. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.

E. OPENING AND EVALUATION OF BIDS

27.0 OPENING OF BIDS BY THE OWNER/ CONSULTANT

- 27.1 The Owner/Consultant will open all bids on the e-tendering portal, on the date (as specified in IFB), and at the place specified in the Tender.
- 27.2 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Owner / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 27.3 The Owner/Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening, in case bid opening is held physically at NEGDC.

28.0 CLARIFICATION OF BIDS

- 28.1 During evaluation of the bids, the Owner / Consultant may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification shall be through e-tendering portal (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 Owner/Consultant will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 29.2 The Owner/Consultant may waive any minor informality, non-conformity, or irregularity in a bid

INSTRUCTIONS TO BIDDERS (ITB)



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 Owner/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.
- 29.4 If a bid is not substantially responsive, it will be rejected by the Owner/Consultant 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:
- (i) Firm Price
 - (ii) EMD/Bid Security
 - (iii) Scope of Work
 - (iv) Specifications
 - (v) Price schedule in other than prescribed format or with insertion of any condition(s)
 - (vi) Delivery / Completion Schedule
 - (vii) Period of Validity of Bid
 - (viii) Price Reduction Schedule
 - (ix) Performance Bank Guarantee/ Security Deposit
 - (x) Guarantee/ Warranty of Goods / Work
 - (xi) Arbitration/ Resolution of Dispute
 - (xii) Force Majeure
 - (xiii) Applicable Laws
 - (xiv) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
 - (xv) Non-submission of price bid in price bid envelope/cover-2.
 - (xvi) If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price.
 - (xvii) Non-submission of declaration regarding holiday listing status.

Prices if received in un-priced bid envelope / cover-1 shall not be considered for evaluation and bid shall be summarily rejected.

31.0 NON-COMPLIANCE WITH THESE PROVISIONS

INSTRUCTIONS TO BIDDERS (ITB)



Bids are liable to be rejected as non-responsive if a Bidder:

- 31.1 Fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 31.2 Furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

32.0 OPENING OF PRICE BID

- 32.1 Bidders whose bids are found substantially responsive shall be informed about the date and time of opening of price bid.
- 32.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

33.0 EVALUATION AND COMPARISON OF BIDS

33.1 Prices shall be evaluated on Schedule-wise basis to arrive at the lowest evaluated cost to Purchaser

33.2 The evaluated price of bidders shall include the following:

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

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

- Arithmetical errors will be rectified on the following basis:
- If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.
- If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
- Deviations from terms and conditions of the bid document stipulated by the bidder if found acceptable, shall be evaluated and loaded to the quoted price.
- If the bidder will not qualify for quoted schedule, then the rates of that bidder for that schedule will not be considered for evaluation.

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

33.4.1 Other Conditions Related to Bid Evaluation

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

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- 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.

33.4.2 Comparison of Prices

The evaluated price of bidders shall include the following:

- Comparison shall be done on Schedule-wise basis to arrive at lowest evaluated cost to owner including applicable GST.
- If more than one bidder quotes the same price leading to common total evaluated price, the following methodology would be used for tie breaking. Rank would be decided based on the following parameters in order of precedence:
 - a. Turnover of the preceding audited financial year.
 - b. Value of highest single order of similar work executed in last 7 years.

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

34.0 CONTACTING THE OWNER/ CONSULTANT

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

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

C. AWARD OF CONTRACT

35.0 POST-QUALIFICATION

35.1 In the absence of pre-qualification, the Owner/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

35.2 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 Owner/Consultant deems necessary and appropriate.

35.3 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.

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

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

36.2 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications. Purchase Preference as admissible under the prevailing procurement policy for MII shall be applicable to this tender.

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

36.4 Bidders to provide duly signed & stamped forms under **Form-12** as per format enclosed in the Tender.

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

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

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juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

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

9. **Submission of Certificate in Bids:**

Bidder shall submit a certificate in this regard as **Form-13**.

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

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

38.0 AWARD CRITERIA

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the **lowest (L1) evaluated bid**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

39.0 SPLIT OF AWARD

Not applicable. However, PP-MII guidelines applicable as amended from time to time.

40.0 OWNER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

- 40.1 Owner reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions.
- 40.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rate quoted by the bidders shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission.

41.0 DOCUMENT VERIFICATION

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

42.0 OWNER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 42.1 The Owner 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. Owner also reserves the right not to accept lowest rate quoted by the bidder.

43.0 NOTIFICATION OF AWARD

- 43.1 Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing by Letter of Acceptance (LOA) or registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 43.2 The date of LOA / First intimation from NEGDC will constitute effective date.
- 43.3 The bidder shall promptly, but not later than Seven (7) days of LOA / First intimation from NEGDC shall furnish its acceptance of award.
- 43.4 Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause.
- 43.5 The Owner will discharge the bid security of unsuccessful Bidders as early as possible.
- 43.6 LOA / First intimation from NEGDC read in conjunction with bid documents shall be binding Contract.

44.0 CORRUPT OR FRAUDULENT PRACTICES

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

- (a) defines for the purposes of this provision, the terms set forth below as follows:
 - (i) “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
 - (ii) “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.

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

- a) shall not seek or offer gift, consideration or benefit of any kind, which constitutes illegal or corrupt practice, either directly or indirectly, as an inducement or reward for execution of the Purchase Order/Contract or for carrying out obligations under the Purchase Order/Contract;
- b) shall ensure that any person who performs or has performed services for or on behalf of Bidder shall comply with this Clause;
- c) has and shall maintain in place effective internal control mechanism to prevent the commission of illegal or corrupt practices, either directly or indirectly, by the Bidder;
- d) from time to time, at the reasonable request of the Owner, will confirm in writing that it has complied with its undertakings in these Clauses and shall provide any information reasonably requested by the Owner in support of such compliance;
- e) shall notify to the Owner as soon as practicable of any breach of any of the undertakings contained within this Clause of which it becomes aware. In the event, the Bidder or such persons engaged by him breaches the requirements under this Clause, the same will constitute a fundamental and material breach of the Tender/Contract/Purchase Order and consequences for such breach, including termination, shall follow.

45.0 DEBARMENT POLICY

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

ANNEXURE – I to ITB

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

INSTRUCTIONS TO BIDDERS (ITB)



No P-450211212017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

Department for Promotion of Industry and Internal Trade, In partial modification (Paras 2, 3, 5, 10 & 13) of Order No P_.5021/2/2017-B.E.-11 dated 15.8 2017 as amended by Order No P_.502112/2017-B E. 11 dated 28 05 2018, Order No. P-4502112/2017-B E.-11 dated 29.05.2019 and Order No.P.,.502112/2017-B E.-11dated 04.06.2020, hereby Issues the revised 'Public Procurement (Preference to Make In India), Order 2017" dated 18 09.2020 effective with Immediate effect.

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

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

Whereas, local content can be Increased through partnership, cooperation with local companies establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order Is issued

- This** order is issued in pursuant to Rule 153 (iii) of the General Financial Rule 2017.
- Definitions:** For the purposes of this Order.

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by Nodal Ministry be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of total value in percent.

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

INSTRUCTIONS TO BIDDERS (ITB)



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

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

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

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

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

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

'Works' means all works as per Rule130 of GFR-2017, and will also include 'turnkey works'

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

- a) In procurement of all goods, services or works in respect of which nodal ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I' supplier, as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b) Only 'Class-I local supplier' and 'Class-II local supplier' as defined Order shall be eligible to bid in procurements undertaken by procuring entities, except when the global tender enquiries has been issued. In global tender enquiries 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of a goods services or works not covered by sub para 3(a) above and with estimated value of purchases less than Rs 200 Crore, in accordance with Rule 161(iv) of GFR 2017 Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
- c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) includes contracts and services include System Integrators (SI) contracts.

3A. Purchase Preference

- a) Subject to the provision of this order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for 'full quantity will be awarded to L1
 - ii. If L1 bid is not a 'Class-I' local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' (subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services, where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure'.
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I

INSTRUCTIONS TO BIDDERS (ITB)



'local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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

3B. Applicability in tenders where contract is to be awarded to multiple bidders –

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

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

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

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

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

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement

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is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace :** In respect of procurement through the Government E marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class I local supplier/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations :

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports .
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover , production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for

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- the list of items published by the Ministry/ Department permitting their participation.
- iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

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

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement or transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

INSTRUCTIONS TO BIDDERS (ITB)



13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

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

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

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

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

Secretary, Department for Promotion of Industry and Internal Trade-Chairman Secretary,
Commerce-Member
Secretary, Ministry of Electronics and Information Technology-Member Joint
Secretary (Public Procurement), Department of Expenditure-Member Joint
Secretary (DPIIT)-Member-Convenor

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

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

- a. shall oversee the implementation of this order and issues arising therefrom and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of

INSTRUCTIONS TO BIDDERS (ITB)



notifications on minimum local content

d. may require furnishing of details or returns regarding compliance with this Order and related matters

e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures

f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



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**GENERAL CONDITIONS OF CONTRACT
(GCC)**



**SECTION - III
GENERAL CONDITIONS OF CONTRACT (GCC)**

GENERAL CONDITIONS OF CONTRACT (GCC)



SECTION- I DEFINITIONS

1. DEFINITION OF TERMS:

- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- a) The EMPLOYER/COMPANY/NEGDC means North East Gas Distribution Company Ltd., a Government of Assam company, incorporated under the Company's act 1956 and having its Registered office at 6th Floor, Central Mall, G.S. Road, Guwahati Assam-781005 and includes its successors and assigns.
 - b) The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
 - c) The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the NEGDC and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
 - d) The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
 - e) The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
 - f) "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
 - g) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
 - h) Deleted.
 - i) The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.
 - j) The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
 - k) The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the NEGDC or ENGINEER-INCHARGE during the performance

GENERAL CONDITIONS OF CONTRACT (GCC)



- of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- l) The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
 - m) The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
 - n) The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
 - o) The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER- IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
 - p) The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.
 - q) "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
 - r) The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
 - s) "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
 - t) "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
 - u) "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
 - v) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
 - w) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

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- x) "LETTER OF INTENT" shall mean intimation by a Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- y) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- z) "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- aa) "WEEK" means a period of any consecutive seven days.
- bb) "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- cc) "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- dd) "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- ee) "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER.
- ff) "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

"COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

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SECTION-II GENERAL INFORMATION

2. GENERAL INFORMATION

2.1 **a) Location of Site:** The proposed location of Project site is defined in the Special Conditions of Contract.

b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

2.2 **Scope of Work:** The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

2.3 **Water Supply:** Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively, the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe networks from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills. However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 **Power Supply:**

a) Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of

GENERAL CONDITIONS OF CONTRACT (GCC)



- electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.
- b) It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
 - c) At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
 - d) The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.
 - e) The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
 - f) The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.
 - g) In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
 - h) Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slip ring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.
 - i) The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tenderer along with his tender.

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- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT.

The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site.

For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative. No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

- 2.6 **Land for Residential Accommodation:** No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

3. SUBMISSION OF TENDER:

- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.
- 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted along with the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.
- 3.3 Covering letter along with its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

GENERAL CONDITIONS OF CONTRACT (GCC)



3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

3.5 Tenders should always be placed in double sealed covers, super scribing ["QUOTATION DO NOT OPEN" Tender for Project of North East Gas

Distribution Company Ltd. due for opening on]. The Full Name, Address and Telegraphic Address, Fax No. of the Tenderers shall

4. GENERAL:

4.1 General

The tenders as uploaded will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 6 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.
- iv) Information regarding tenderers in the proforma enclosed.
- v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
- vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
- vii) Details of construction plant and equipment available with the tenderer for using in this work.
- viii) Latest Balance Sheet and Profit & Loss Account duly audited.
- ix) Details of present commitment as per proforma enclosed to tender.
- x) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical information's the tenderer wish to furnish.
- xi) Provident fund registration certificate
- xii) List showing all enclosures to tender.

4.2 All pages are to be initiated: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be

GENERAL CONDITIONS OF CONTRACT (GCC)



entered in the tender and duly signed by the Tenderer. If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 **Signature of Tenderer:**

4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature.

Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.7 Details of Experience: The tenderer should furnish, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).

4.8 Liability of Government of Assam: It is expressly understood and agreed by and between Bidder or/Contractor and M/s NEGDCCL, and that M/s NEGDCCL, is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s NEGDCCL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of Assam, India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s NEGDCCL is not an agent, representative or delegate of the Government of Assam. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby

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expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of Assam arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

5. TRANSFER OF TENDER DOCUMENTS:

Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

6. EARNEST MONEY:

The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks who's BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bid guarantee shall be submitted in the prescribed format.

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender (TWO MONTHS beyond the bid validity).

The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYERNT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

7. VALIDITY:

Tender submitted by tenderers shall remain valid for acceptance for a period of "6 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 6 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or cancelling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him along with tender.

8. ADDENDA/CORRIGENDA:

- 8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.

GENERAL CONDITIONS OF CONTRACT (GCC)



8.2 Each addenda / corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

9. RIGHT OF EMPLOYER TO ACCEPT OR REJECT TENDER:

The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection

10. TIME SCHEDULE:

10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN-CHARGE.

10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.

10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-INCHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

11. TENDERER'S RESPONSIBILITY:

The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

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12. RETIRED GOVERNMENT OR COMPANY OFFICERS

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.

13. SIGNING OF THE CONTRACT

The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.

14. FIELD MANAGEMENT & CONTROLLING/COORDINATING AUTHORITY:

14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in performing his duties and functions.

14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

15. NOTE TO SCHEDULE OF RATES:

15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.

15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.

15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.

15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

16. POLICY FOR TENDERS UNDER CONSIDERATION:

16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be

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considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance/rejection of Tender is made by NEGDCCL to the Bidder.

- 16.2 **Zero Deviation:** Bidders to note that this is a ZERO DEVIATION TENDER. NEGDCCL will appreciate submission of offer based on the terms and conditions in the enclosed

General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

17. **AWARD OF CONTRACT:**

- 17.1 The Acceptance of Tender will be intimated to the successful Tenderer by NEGDCCL either by FOI/ Email or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.
- 17.2 NEGDCCL will be the sole judge in the matter of award of CONTRACT and the decision of NEGDCCL shall be final and binding.

18. **CLARIFICATION OF TENDER DOCUMENT:**

- 18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to NEGDCCL in triplicate. NEGDCCL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.
- 18.2 Verbal clarification and information given by NEGDCCL or its employee(s) or its representatives shall not in any way be binding on NEGDCCL.

19. **LOCAL CONDITIONS:**

- 19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable NEGDCCL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.
- 19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

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SECTION-IV GENERAL OBLIGATIONS

20. PRIORITY OF CONTRACT DOCUMENTS

20.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

- 1) The Contract Agreement;
- 2) The Letter of Acceptance;
- 3) The (Instructions to Bidders) ITB;
- 4) Special Conditions of Contract (SCC);
- 5) General Conditions of Contract (GCC)
- 6) Any other document forming part of the Contract.

Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

20.2 **Headings and Marginal Notes:** All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender 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 the CONTRACT.

20.3 **Singular and Plural:** In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

20.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

21. SPECIAL CONDITIONS OF CONTRACT:

21.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

21.2 Notwithstanding the sub-division of the documents into these 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 CONTRACT so far as it may be practicable to do so.

21.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears

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the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

- 21.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 21.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

22. CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT. It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may

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provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

23. CONTRACT PERFORMANCE SECURITY:

- 23.1 The CONTRACTOR shall furnish to the EMPLOYER, within 21 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.
- 23.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- 23.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).
- 23.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

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23.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

24. TIME OF PERFORMANCE:

24.1 Time for Mobilisation

The work covered by this CONTRACT shall be commenced within Ten (10) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of Ten (10) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

24.2 Time Schedule of Construction:

- a) The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.
- b) The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.
- c) CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress.

The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

25. FORCE MAJEURE:

25.1 CONDITIONS FOR FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force

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Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

25.2 **OUTBREAK OF WAR**

25.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

25.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

26. **PRICE REDUCTION SCHEDULE:**

26.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 25 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-INCHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

26.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

26.3 Bonus for Early Completion (*)

Not Applicable

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27. RIGHTS OF THE EMPLOYER TO FORFEIT CONTRACT PERFORMANCE SECURITY:

Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

28. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

28.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

- a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

28.2 In such events of Clause 28.1(a) or (b) above.

- a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the subclause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK

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or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

- 28.3 Before determining the CONTRACT as per Clause 28.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 28.4 The EMPLOYER shall also have the right to proceed or take action as per 28.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.
- 28.5 Termination of the CONTRACT as provided for in sub- clause 28.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

29. CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 28:

In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 28.0 thereof shall have become 21 General Conditions of Contract exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in .the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN- CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN- CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN- CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

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30. CHANGE IN CONSTITUTION:

Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, like wise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 36 hereof and the same action may be taken and the same consequence shall ensure as Provided in the said clause.

31. TERMINATION OF CONTRACT

31(A) TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such

31(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty :- To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

31(C) TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY:

In case of termination of CONTRACT herein set forth (under clause 28.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by NEGDCCL against any type of tender nor their offer will be considered by NEGDCCL against any on-going tender (s) where contract between NEGDCCL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by NEGDCCL to such CONTRACTOR.

32. MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:

No Director, or official or employee of the EMPLOYER shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or

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answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

33. EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:

The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

34. CONTRACTOR'S OFFICE AT SITE:

The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all-time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.

35. CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

- 35.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 35.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, subagents, assistants, foremen, or other employees shall in the opinion of ENGINEERIN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN- CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN- CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN-CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 35.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to

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prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT. The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

- 35.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.

36. **SUB-LETTING OF WORKS:**

No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) **SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:**

The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub-contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) **LIST OF SUB-CONTRACTORS TO BE SUPPLIED:**

At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS:**

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-I N-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

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iv) **EMPLOYER MAY TERMINATE SUB-CONTRACTS:**

If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUBCONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:**

No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

37. **POWER OF ENTRY:**

If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the abovementioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vii) if the CONTRACTOR shall abandon the WORK , or viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may

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be certified in writing by the ENGINEER- IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN- CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

38. CONTRACTOR'S RESPONSIBILITY WITH THE MECHANICAL, ELECTRICAL, INTERCOMMUNICATION SYSTEM, AIR-CONDITIONING CONTRACTORS AND OTHER AGENCIES:

Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipment etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

39. OTHER AGENCIES AT SITE:

The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.

40. NOTICE:

40.1 TO THE CONTRACTOR:

Any notice hereunder may be served on the CONTRACTOR or his duly authorised representative at the job site or may be served by registered mail direct to the address

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furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.

40.2 **TO THE EMPLOYER:**

Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site Offices of M/S. NEGDC addressed to the HEAD/SITE-IN-CHARGE.

41. **RIGHT OF VARIOUS INTERESTS:**

- i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.
- ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

42. **PATENTS AND ROYALTIES:**

- 42.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practised or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, and methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.
- 42.2 All charges on account of royalty, toilage, rent, octroi terminal or GST and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.
- 42.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building

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or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN-CHARGE.

- 42.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

43. LIENS:

- 43.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.
- 43.2 The EMPLOYER shall have lien on all materials, equipment including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.
- 43.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 43.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB-CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

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44. DELAYS BY EMPLOYER OR HIS AUTHORISED AGENTS:

- 44.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorised agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.
- 44.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion. In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

45. PAYMENT IF THE CONTRACT IS TERMINATED:

- 45.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 28.0 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
 - b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-INCHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.
- 45.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.
- a) Any and all completed works.
 - b) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

46. NO WAIVER OF RIGHTS:

Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

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47. **CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF CONTRACTOR:**

No interim payment certificate(s) issued by the Engineer-in- Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.

48. **LANGUAGE AND MEASURES:**

All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.

49. **TRANSFER OF TITLE:**

49.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

49.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

50. **RELEASE OF INFORMATION:**

The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

51. **BRAND NAMES:**

The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipment provided it meets the specified standard design and performance requirements.

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52. COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

53. SPARES:

53.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3 (Three) months before COMMISSIONING. Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

53.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipment, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V PERFORMANCE OF WORK

54. EXECUTION OF WORK:

All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

55. CO-ORDINATION AND INSPECTION OF WORK:

The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.

56. WORK IN MONSOON AND DEWATERING:

56.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

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56.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.

57. WORK ON SUNDAYS AND HOLIDAYS:

For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

58. GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

58.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.

58.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

58.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

59. ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS:

59.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipment, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT. In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

59.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the

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such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions: -

I. For Item Rate Contract:

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN- CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (\pm) 50% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above-mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.

Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 50% of the contract value but is

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within the following limits: the tenderer shall be paid compensation for decrease in the value of work, as follows:

SL.No. Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a) Up to (+) 50%	No increase and/or decrease shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid).
b) Beyond (-) 50%	For reduction beyond 50%, contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded.

II. For Lump sum Contracts

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

60. DRAWINGS TO BE SUPPLIED BY THE EMPLOYER

- 60.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.
- 60.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER- IN- CHARGE discrepancies, if any, therein before actually carrying out the Work.
- 60.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN-CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

61. DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

- 61.1 CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 61.2 Where approval/review of drawings before manufacture/ construction/fabrication been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/ construction/ fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-

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CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for (Name of Work)

Agreement No.

Signed:

(CONTRACTOR)

(ENGINEER-IN-CHARGE)

61.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

61.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

62. SETTING OUT WORKS:

62.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

62.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-INCHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- INCHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

62.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

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62.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.

62.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

63. RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.

64. MATERIALS TO BE SUPPLIED BY CONTRACTOR:

64.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

64.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

64.3 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

65. STORES SUPPLIED BY THE EMPLOYER:

65.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

65.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the

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schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-INCHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.

66. CONDITIONS FOR ISSUE OF MATERIALS:

- i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.
- ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
- iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- iv) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
- vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER- IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

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- viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.
- ix) The CONTRACTOR shall, if desired by the ENGINEER- IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.
- x) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.
- xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.
- xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEERIN- CHARGE.
- xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilised for any purpose(s) than issued for.

67. MATERIAL PROCURED WITH ASSISTANCE OF EMPLOYER/RETURN OF SURPLUS:

Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licences issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licences or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

68. MATERIALS OBTAINED FROM DISMANTLING:

If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 73 and 76 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.

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69. ARTICLES OF VALUE FOUND:

All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.

70. DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

71. ACTION WHERE NO SPECIFICATION IS ISSUED:

In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.

72. INSPECTION OF WORKS:

72.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN-CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

72.2 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER-IN-CHARGE.

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72.3 The CONTRACTOR shall make available to the ENGINEER-IN-CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

73. TESTS FOR QUALITY OF WORK:

73.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

73.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER-IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non-availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

73.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

74. SAMPLES FOR APPROVAL:

The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

75. ACTION AND COMPENSATION IN CASE OF BAD WORK:

If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced

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with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.

76. SUSPENSION OF WORKS:

- i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.
- ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

77. EMPLOYER MAY DO PART OF WORK:

Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.

78. POSSESSION PRIOR TO COMPLETION:

The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

79. DEFECTS LIABILITY PERIOD (TWELVE MONTHS PERIOD OF LIABILITY FROM THE DATE OF ISSUE OF COMPLETION CERTIFICATE):

- 79.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER-IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of

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ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

- 79.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER- IN-CHARGE in writing.

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced equipment shall also be passed on to the EMPLOYER.

79.3 **LIMITATION OF LIABILITY**

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

80. **CARE OF WORKS:**

From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN-CHARGE's instructions.

80.1 **DEFECTS PRIOR TO TAKING OVER:**

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-

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CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

80.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

81. GUARANTEE/TRANSFER OF GUARANTEE:

For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUBCONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

82. TRAINING OF EMPLOYER'S PERSONNEL:

The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being

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furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

83. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS:

83.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipment provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

83.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

84. INDEMNITY

If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUBCONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

85. COMPLIANCE WITH LAW, EQUIPMENT'S, TOOLS & TACKLES:

CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and

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the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

SECTION-VI CERTIFICATES AND PAYMENTS

86. SCHEDULE OF RATES AND PAYMENTS:

86.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER- IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of

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the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

iv) **SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:**

The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.

v) **SCHEDULE OF RATES TO COVER TAXES AND DUTIES:**

No exemption or reduction of Customs Duties, GST, GST on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi) **SCHEDULE OF RATES TO COVER RISKS OF DELAY:**

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

vii) **SCHEDULE OF RATES CANNOT BE ALTERED:**

For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

87. PROCEDURE FOR MEASUREMENT AND BILLING OF WORK IN PROGRESS:

87.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

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- 87.1.1 All measurements shall be recorded in quadruplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER for scrutiny and passing.
- 87.1.2 EMPLOYER shall scrutinise and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.
- 87.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.
- 87.1.4 NEGDC shall make all endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.
- 87.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.
- 87.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.
- 87.2 **SECURED ADVANCE ON MATERIAL:**
- Unless otherwise provided elsewhere in the tender no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.
- 87.3 **DISPUTE IN MODE OF MEASUREMENT:**
- In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.
- 87.4 **ROUNDING-OFF OF AMOUNTS:**
- In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.
88. **LUMPSUM IN TENDER:**
- The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-INCHARGE.
89. **RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE:**
- All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall

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not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties.

90. NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:

- 90.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this right in respect thereof.
- 90.2 ENGINEER-IN-CHARGE shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

91. PAYMENT OF CONTRACTOR'S BILL:

- 91.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of

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works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACTDOCUMENT for materials, Contract Performance Security, taxes etc.

- 91.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR or by Net banking. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.
- 91.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

92. RECEIPT FOR PAYMENT:

Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

93. COMPLETION CERTIFICATE:

93.1 APPLICATION FOR COMPLETION CERTIFICATE:

When the CONTRACTOR fulfils his obligation under Clause 80.1, he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

93.2 COMPLETION CERTIFICATE:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-INCHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-INCHARGE. If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK,

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the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

93.3 **COMPLETION CERTIFICATE DOCUMENTS:**

For the purpose of Clause 93.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-INCHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

94. **FINAL DECISION AND FINAL CERTIFICATE:**

Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 79 & 80 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

95. **CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION:**

Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

96. **DEDUCTIONS FROM THE CONTRACT PRICE:**

All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not

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paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

SECTION-VII TAXES AND INSURANCE

97. TAXES, DUTIES, OCTROI ETC:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including, octroi etc. now or hereafter imposed, increased, modified, all the GST, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB- CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

98. GST/TURNOVER TAX:

Tenderer should quote all-inclusive prices including the liability of GST/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

99. STATUTORY VARIATIONS

Tenderer should quote prices inclusive of GST applicable on finished product. Any statutory variations in GST on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to NEGDC. However, any increase in the rate of these taxes and duties (GST) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to NEGDC.

100. INSURANCE :

100.1 GENERAL

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from

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time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipment's, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) **EMPLOYEES STATE INSURANCE ACT:**

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

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The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB- CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) **WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) **ACCIDENT OR INJURY TO WORKMEN:**

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUBCONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) **TRANSIT INSURANCE**

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) **COMPREHENSIVE AUTOMOBILE INSURANCE**

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employer ship of such vehicles.

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vi) **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub- Contractor's or from riots, strikes and civil commotion.
- b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
- c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.
- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.
- f) Any such insurance requirements as are hereby established as the minimum policies and coverage's which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverage's at Contractor's sole expenses.

vii) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:**

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

101. **DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY**

- i) CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB- CONTRACTORS.
- ii) The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground

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cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

- iii) The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUBCONTRACTOR.

SECTION-VIII LABOUR LAWS

102. LABOUR LAWS:

- i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
- vii) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, and Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

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- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN-CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

103. IMPLEMENTATION OF APPRENTICES ACT, 1961:

The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

104. CONTRACTOR TO INDEMNIFY THE EMPLOYER:

- i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 101.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii) PAYMENT OF CLAIMS AND DAMAGES:

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Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

- iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub- section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub- section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

105. HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

- 105.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.
- 105.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

106. ARBITRATION:

- 106.1 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.

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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.

107. JURISDICTION:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at Guwahati, Assam for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at Guwahati, Assam only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X SAFETY CODES

108. GENERAL:

CONTRACTOR shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

109. SAFETY REGULATIONS:

- i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

110. FIRST AID AND INDUSTRIAL INJURIES:

- i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.

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- ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.
- iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

111. GENERAL RULES:

Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

112. CONTRACTOR'S BARRICADES:

- i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-
 - a) Excavations
 - b) Hoisting Areas.
 - c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
 - d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
 - e) Rail Road unloading spots.
- ii) CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

113. SCAFFOLDING:

- i) scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more

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than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum heights shall be 1 metre.
- v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

114. EXCAVATION AND TRENCHING:

All trenches 1.2 metres or more in depth shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trenches to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

115. DEMOLITION/GENERAL SAFETY:

- i) Before any demolition work is commenced and also during the progress of the demolition work
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.

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- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
- c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
- f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
 - 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
 - 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
- iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
 - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.

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- d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
- e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-INCHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

116. CARE IN HANDLING INFLAMMABLE GAS:

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The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER.

117. TEMPORARY COMBUSTIBLE STRUCTURES:

Temporary combustible structures will not be built near or around work site.

118. PRECAUTIONS AGAINST FIRE:

The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.

119. EXPLOSIVES:

Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.

120. MINES ACT:

120.1 **SAFETY CODE:** The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.

120.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

121. PRESERVATION OF PLACE:

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The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

122. OUTBREAK OF INFECTIOUS DISEASES:

The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

123. USE OF INTOXICANTS:

The unauthorised sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

FORMS & FORMATS





SPECIAL CONDITIONS OF CONTRACT (SCC)



SECTION-IV SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF THE CONTRACT (SCC)

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

1.0 INTERPRETATIONS

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

2.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES

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

3.0 RECORDS OF CONTRACT DOCUMENTS

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

4.0 INTELLECTUAL PROPERTY – SECRECY

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



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

5.0 STATUTORY VARIATIONS IN TAXES

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

6.0 ADVANCE PAYMENT

No advance shall be paid under this tender.

7.0 TERMS OF PAYMENTS

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

7.2 90% of the invoice value along with taxes and duties shall be paid progressively within thirty (30) days after receipt of material and final acceptance of Goods by Purchaser at designated NEGDC Site / store upon submission of the following:

- i) Invoice in triplicate in compliance with GST law in force
- ii) Inspection release note issued by Purchaser/ Consultant/ TPIA
- iii) Original GR / LR
- iv) Packing List
- v) Certificate of receipt of goods at Purchaser's store
- vi) Warranty Certificate and Test certificate
- vii) Despatch clearance issued by Purchaser / Consultant

7.3 Balance 10% payment shall be released on submission of following document on closure of order:

- i) Statement of Completion
- ii) Extended BG period, in case supply is delayed beyond contractual time period
- iii) Receipt of final technical documents (if any) as specified in PR

7.4 **Note:** Documents related to above points shall be submitted in company's letter head to EIC/ Consultant for their approval.

8.0 MODE OF PAYMENT

Payment shall be released to, as per clause 7.0 above, of receipt of invoice with all relevant / supporting documents, by NEGDC through cheque/ RTGS.



SPECIAL CONDITIONS OF CONTRACT (SCC)



9.0 ORDER OF DOCUMENT PRECEDENCE

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

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

10.0 TERMINATION AND FAILURE CLAUSE

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

10.2 If the contractor/ supplier fails to complete the work / deliver the entire quantity of goods ordered or a part thereof within the period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to any other right or remedy available to him recover damages for breach of the contract in form of recovering the compensation / Price Reduction Schedule / termination of the contract whichever is in the interest of the company, in accordance with the provision of contract

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

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

10.3 Grounds of termination:

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

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



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

11.0 RESOLUTION OF DISPUTE (ARBITRATION)

GCC Clause 30.0 is modified as below:

- 11.1 Except as otherwise provided in the Contract where decision of Engineer-in-Charge is final and binding on the contractor, in the event of any claims, disputes or differences arising out of or in connection with this Agreement, the same shall be settled through Arbitration as provided hereunder. The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.
- 11.2 Pursuant to such notice, the Parties hereto shall promptly and in good faith attempt to resolve such claim or dispute or difference through discussions and negotiations with a view to bring out an amicable resolution and settlement.
- 11.3 If the said claim or dispute or difference is not resolved through discussions and negotiations within thirty (30) days from the written notice of dispute, then either Party may give notice in writing to the other Party of its intention to commence arbitration proceedings, as hereinafter provided, as to the matter in dispute, difference or claim, and no arbitration proceedings in respect of this matter shall commence unless such written notice of arbitration is served upon the other Party.
- 11.4 The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by NEGDCL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from NEGDCL shall comprise of persons with the requisite technical expertise and relevant experience.
- 11.5 Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of NEGDCL or of any other public sector entity or with regard to such persons holding shares in the Company.
- 11.6 If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by NEGDCL, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and NEGDCL shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator
- 11.7 The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration proceedings shall be in Guwahati, Assam and shall be conducted in English Language. The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.
- 11.8 The fees of the Arbitral Tribunal shall be determined as per 4th Schedule of the Arbitration and Conciliation Act, 1996, as amended from time to time, and the Parties to the arbitration proceedings shall equally share the costs and expenses of any such arbitration proceedings.
- 11.9 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Agreement unless they otherwise mutually agree in writing.



SPECIAL CONDITIONS OF CONTRACT (SCC)



12.0 INSPECTION AND REJECTION OF GOODS BY CONSIGNEE

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

13.0 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.

14.0 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.

15.0 APPLICABLE LAW

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

16.0 COMPLIANCE OF LAWS

- 16.1 The bidder deploying 20 (twenty) or more workmen as contract labour not only for this project but for all his projects being executed against the same GST number shall have to obtain license from appropriate licensing authority, if required. The bidder (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.
- 16.2 The Bidder shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the bidder for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The bidder shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.
- 16.3 The bidder shall not engage /deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.



SPECIAL CONDITIONS OF CONTRACT (SCC)



16.4 The installations where job is to be carried out are live and have hydrocarbon environment. Bidder shall comply with all safety and security rules and regulations and other rules laid down by OWNER. It shall be the duty/responsibility of the bidder to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the bidder's personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.

16.5 The bidder shall arrange for insurance of all this worker engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. OWNER has to pay compensation for a workman employed by the bidder due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the bidder and /or security deposit.

17.0 THE ENGINEER- IN- CHARGE SHALL HAVE POWER TO

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

18.0 INDEMNITY

Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the contractor immediately on receipt of LOA).

19.0 CONTRACTOR'S RESPONSIBILITY

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

Employment Liability of Contractor

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



SPECIAL CONDITIONS OF CONTRACT (SCC)



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

20.0 DELIVERY AND DOCUMENTS

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

- 20.1 Upon delivery of the Goods to the transporters/carriers, the Supplier shall notify the Purchaser/ Consultant through fax/mail the documents. The bidder will also indicate likely date of arrival to the Purchaser/ Consultant:
- (a) LR or GR
 - (b) Packing List showing weight and dimension of each package
 - (c) Material Test Certificate
 - (d) Manufacturer's factory inspection complying the technical specification as per tender
 - (e) Inspection release note issued by Purchaser/ Consultant/ TPIA
 - (f) Insurance Policy
 - (g) Guarantee / Warranty Certificate
 - (h) Dispatch clearance issued by Purchaser/ Consultant
 - (i) Invoice
- 20.2 The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
- 20.3 The Bidder to ensure that Purchase order must be appearing in LR/ GR, Invoices and Packing List. Bidders to also ensure that description of goods in all the despatch documents should be exactly same as per the Purchase Order.

21.0 SHIPMENT

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



SPECIAL CONDITIONS OF CONTRACT (SCC)



22.0 STATUTORY APPROVALS

- 22.1 General permissions shall be obtained by the Purchaser. However, working approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor.
- 22.2 The Contractor shall arrange the inspection of the work by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However, Owner will reimburse the statutory fees paid by the contractor, if any, to the Contractor at actual on production of documentary evidence for all inspections and approval to such authorities.
- 22.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor without additional cost to Owner. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

23.0 PACKING

- 23.1 Packing shall be capable of withstanding rough sea weather for a minimum period of 2 to 3 months and shall be commensurate with the best commercial export practice in case of sea freight.
- 23.2 Items shipped in bundle must be securely tied with steel wire or straps at suitable intervals
- 23.3 Fragile articles shall be packed with special precaution and shall bear the marking like 'Fragile Handle with Care' and' or 'This side Up' etc. Items shipped in bundle must be securely tied with steel wire or straps at suitable intervals.
- 23.4 All delicate surface on equipment' materials shall be carefully protected and painted with protective paint compound and wrapped to prevent rusting and damage.
- 23.5 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs,

Gross Wt..... Kgs.

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

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

Seller's Name.....



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 23.6 Attachments and parts of equipment and small pieces shall be packed in wooden cases with adequate protection inside the case and wherever possible should be sent along with the major equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 23.7 All protrusions shall be suitably protected and openings shall be blocked by wooden covers.
- 23.8 Wherever required material shall be packed wooden box along with polythene sheet
- 23.9 Wherever required, equipment' material shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags for protecting them.
- 23.10 Further, bidder shall also refer Technical Volume for details.

24.0 GUARANTEE

GCC Clause 20.1 is modified as below:

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

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

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

25.0 CONTRACT-CUM-EQUIPMNET PERFORMANCE BANK GUARANTEE



SPECIAL CONDITIONS OF CONTRACT (SCC)



GCC clause 12.0 is modified as below:

- 25.1 The successful bidder shall furnish to the purchaser the Contract-cum-Equipment Performance Bank Guarantee (CPBG) equivalent to 5% of the total order value (total order value i.e. supply plus services, will be inclusive of all taxes, duties and charges towards transportation, unloading etc. up to NEGDCL site/store) within a period of twenty one (21) Days from the date of issue of LOI/ Purchase Order.
- 25.2 All bank guarantees shall be valid upto 90 days beyond contract period/defect liability/ Warranty/Guarantee period whichever is higher.
- 25.3 All bank guarantees will also have 30 days claim period beyond expiry date.
- 25.4 The proceeds of the Contract-Cum-Equipment Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss or damage resulting from the Supplier's failure to complete its obligations under the Agreement.
- 25.5 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.
- 25.6 A bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India and registered with RBI.
- 25.7 The Contract Performance Guarantee will be discharged by the Owner and returned to the Supplier not later than thirty (30) days following the date of completion of all the Supplier's performance obligations under the Contract, including any warranty obligations.
- 25.8 NEGDCL Banking details for CPBG
Bank Guarantee to be issued in favour of;
North East Gas Distribution Company Limited
Bank Details : 50200082393085
IFSC : HDFC0001474
MICR: 781240007
GST : 18AAJCN0164E1ZM
- 26.0 COMMERCIAL LOADING**
Not Applicable
- 27.0 CORRESPONDING ADDRESS**
- 27.1 PURCHASER:
North East Gas Distribution Company Limited (NEGDCL)
5th Floor, Central Mall, GS Road, Christian Basti
Kamrup, Assam - 781005



FORMS & FORMATS



SECTION - V FORMS & FORMATS



FORMS & FORMATS



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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN _____

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

City _____ District _____

State _____ PIN _____

1-5 Telephone Number: _____
(Area Code) (Telephone Number)

1-6 Mobile Number, if any _____

1-7 E-mail address: _____

1-8 Website: _____

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

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

1-11 Bank's Name : _____

1-12 Bank's Branch : _____

1-13 Branch Code : _____

1-14 Bank account number : _____



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1-15 IFSC Code: _____

1-16 MICR Code: _____

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

1-18 If others, please specify _____

1-19 **Details of Directors/ Proprietors/ Partners** _____

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

1-20 PAN No.: _____

1-21 EPF No.: _____

1-22 GST Registration no.
(If registered) _____

1-23 If unregistered (Reason)

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

(SIGNATURE OF BIDDER WITH SEAL)

Note:

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



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

M/S NEGDC,
KAMRUP, ASSAM.

Notes

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

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

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

(Signature of the bidder)



FORMS & FORMATS



Form 3

FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR / CHARTERED ENGINEER FOR DETAILS OF SIMILAR GOODS/ WORK/ SERVICES SUPPLIED/ DONE DURING PAST 7 YEARS

(Applicable in all cases where bidder's accounts are audited by Statutory Auditor)

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

Place:
Date:

[Sign. Of authorized signatory of bidder]
Name:
Designation:



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Instructions:

1. Copies of letter of awards/ order/ work orders and completion certificate (in case of works/services) or IRN/ Proof of delivery (in case of supplies, if applicable) to be enclosed.
Note: Completion certificate shall clearly mention the LOA/ PO/ WO no. along with the total awarded value and total executed value separately (under a single Contract/ PO/ WO/ LOA), otherwise completion of such contract/ order shall not be considered for evaluation.
2. The supply/ work/ services completed earlier than 7 years shall not be indicated here.
3. The list of supply/ work/ services not of similar nature shall not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
4. Bidders are expected to provide details in respect of each order in this Annexure. The orders cited must comply with the bid evaluation criteria specified in Tender Document. Details provided in this section is intended to serve as a backup for information provided in Offer/ Quotation. Bidder should also refer to the instructions below.
5. A separate sheet should be filled for each LOA/ work order/ purchase order.
6. Certificate from the bidder's statutory auditors/ chartered engineer must be furnished in the format below for LOA/ Work Order/ Purchase Order mentioned above (separately for each orders)

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



FORMS & FORMATS



Form 4 CERTIFICATE FROM THE STATUTORY AUDITOR / CHARTERED ENGINEER REGARDING SUPPLY OF GOODS/WORKS/SERVICES

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

Name of Audit Firm:
[Signature of authorized signatory]

Chartered Accountant / Chartered Engineer:

Date:
Designation:
Seal:
Membership no.
UDIN No.

Name:



FORMS & FORMATS



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

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

ANNUAL TURN OVER OF LAST 3 YEARS:

Year	Amount(Currency)
Year1: 20__ - __	
Year2: 20__ - __	
Year3: 20__ - __	

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation: Seal:

Membership No.

UDIN No.

Instructions:

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

(SIGNATURE OF BIDDER WITH SEAL)



FORMS & FORMATS



Form 6
DECLARATION
(On Bidder's letter head)

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

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

We also confirm that we have not been banned or delisted by any government ministry / MOPNG / any government (national, state or local), PSU, PSU-JV and/or other government entities from quoting.

SEAL AND SIGNATURE OF BIDDER



FORMS & FORMATS



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

Ref. No.

Date:

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

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

Sir,

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

Yours faithfully,

Signature
Name & Designation
For and on behalf of



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Not Applicable

Form 8

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

To, _____ Date: _____

Subject: Certificate regarding

Dear Sir,

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

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place: _____ (Signature)
Date: _____ Name of Authorized Signatory
Membership No.
Encl.: As above
UDIN:



FORMS & FORMATS



Form 9 PRO FORMA FOR LETTER OF AUTHORITY

Ref. No.

Date:

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

Sub: Bidding Document for

Sir,

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

1. Name & Designation _____ Signature _____
2. Name & Designation _____ Signature _____

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

Yours faithfully,

Signature
Name & Designation
For and on behalf of

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

SEAL OF THE COMPANY



FORMS & FORMATS



Form F-10

Details of litigation (on Bidder's letter head)

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



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Form 11

BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.:

Date:

To

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

TENDER NO. _____ FOR SUPPLY OF _____

WHEREAS..... (HEREINAFTER CALLED 'THE Bidder' has submitted his Bid dated..... for supply of (Herein after called 'The Bid') KNOW ALL MEN by these presents that WE (hereinafter called 'The Bank') are bound unto NORTH EAST GAS DISTRIBUTION COMPANY LIMITED, 5th Floor, Central Mall, GS Road, Christian Basti Kamrup, Assam – 781005 (herein after called 'NEGDC') in the sum of for which payment well and truly made to NEGDC, the BANK binds itself its successor and assigns by these presents. Sealed with the Common Seal of the said BANK this day of2024.

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

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

(Signature of the BANK)

(Signature of the Witness)
Name & address of Witness:
Date:



FORMS & FORMATS



Form 12

FORMAT FOR BIDDER'S PRE-BID QUERIES

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

Subject: Tender No. for

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

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



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FORM -13

BANK MANDATE FORM

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

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

Official seal of the Bidder's Place:

Date :

BANK CERTIFICATION

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

Place :

Date :

Signature of the Authorized Official of the Bank Stamp



FORMS & FORMATS



FORM-14

POLICY TO PROVIDE PURCHASE PREFERENCE (MAKE IN INDIA POLICY)

(REFER: ANNEXURE-I TO ITB)



FORMS & FORMATS



ATTACHMENT -1

(DELETED)



FORMS & FORMATS



ATTACHMENT-2

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

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date
:

Name:

Designation:

Seal:



FORMS & FORMATS



ATTACHMENT-3

PPP-MII POLICY

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

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

The Local content in the offered Products / Services is %

Name of Audit Firm:

Date:

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

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

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

ATTACHEMENT-4

PPP-MII POLICY

CALCULATION OF LOCAL CONTENT – GOODS

Name of manufacturer		Calculation of manufacturer cost per no. unit of product			
Sl. No.	Cost component in INR./US\$	Cost (Domestic component) %	Cost (Imported component) %	Cost Total %	% Domestic Component
		A	B	C = A+B	D = A/ C
I.	Direct material cost				
II.	Direct Labour cost				
III.	Factory Overhead				
IV.	Total Production cost				

Note:

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV C)} - \text{Total imported component cost (IV B)}}{\text{Total Cost (IV.C)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total Domestic component cost (IV A)}}{\text{Total Cost (IV C)}} \times 100$$



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FORM – 15 EMD / BID SECURITY - EXEMPTION



FORMS & FORMATS



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

Date: _____

CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY

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

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

In case applicable:

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

In case applicable:

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

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

UDIN



FORMS & FORMATS



From 16

UNDERTAKING ON LETTERHEAD REGARDING BIDDER SHARING BORDER WITH INDIA

To,

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

SUB:

TENDER NO:

Dear Sir

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

- (i) not from such a country []
- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



FORMS & FORMATS



Annexure - 1

DECLARATION OF BID SECURITY / EMD

To

NORTH EAST GAS DISTRIBUTION COMPANY LIMITED

Subject:

Tender No:

Dear Sir

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

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

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

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

Place:

Date:

Signature of Authorize Signatory

Name:

Destination:

Seal



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Annexure - 2

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

Date:

To,

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

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Stamp



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Annexure - A

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

AUTHORISATION LETTER FROM MANUFACTURER TO AGENCY

To,

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

Sub:.....Tender No.

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Manufacturer]

Date:

Name:

Designation:

Seal:



FORMS & FORMATS



TECHNO-COMMERCIAL INFORMATION

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

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



FORMS & FORMATS



2	Details of EMD submitted against the tender (Ref. no. and date of DD/BG/Banker's Cheque/ Online transaction, or MSE's certificate details along with Annexure-1 in case of exemption)
3	Bidder accepts to quote the prices as per SOR enclosed with this tender document	Agree
4	Price quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
5	Prices quoted by the bidder shall be inclusive of all taxes, duties, levies, fees, insurance, etc.	Agree
6	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
7	Bidder accepts the contractual validity period as per tender	Agree
8	Bidder accepts the terms of payment as per tender	Agree
9	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree
10	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree
11	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	Agree
12	Bidder accepts all statutory compliances against tender	Agree
13	Bidder has read and accepts the tender document in toto	Agree
14	Any deviation from the tender document sought by the bidder is listed separately in Form- 2 only	Agree
15	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	Agree

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



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DOCUMENTS TO BE CHECKED AGAINST BEC

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



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DOCUMENTS TO BE UPLOADED ON e-TENDER PORTAL

Sr. No.	Document Header Name	Document Description
1.	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
2.	Form 1 General Info with Supporting Docs	Bidder's General Information as per appended format along with PAN card copy, GST registration certificate and copy of cancelled cheque in support.
3.	Form 2 Deviation Form	Deviation Form as per appended format
4.	Form 3 Work Experience Certificates	Certificates from Statutory Auditor/ Chartered Engineer for details of similar goods / work / services supplied / done during past 7 years as per appended format
5.	Form 4	Certificate From The Statutory Auditor / Chartered Engineer regarding Supply Of Goods/Works/Services
6.	Form 5 Annual Turnover for last 3 year & Financial Data for last Financial Year	Certificate for financial capability of the bidder Format for statutory auditor's / chartered accountant
7.	Annxure-2	Format For Certificate From Bank If Bidder's Working Capital Is Inadequate.
8.	Form 6	Bidder to Confirmation (declaration) that bidder is not banned or delisted by any government ministry / MOPNG/ any government (national, state or local), PSU, PSU-JV and/or other government entities from quoting.
9.	Form 7	Declaration of Tender Document Purchased/ Downloaded
10.	Form 8	Covering Letter from Statutory Auditor / Chartered Accountant / Chartered Engineer as per appended format (Not applicable)
11.	Form 9	Proforma for Letter of Authority
12.	Form 10	Details of litigation if any
13.	Form 11	Bid Bond Proforma / Proforma for EMD
14.	Form 13	Bank Mandate Form
15.	Form 14	Policy To Provide Purchase Preference As Per Public Procurement (Preference To Make In India), Order 2017
16.	Form 15	EMD / Bid Security – EXEMPTION (If Applicable)
17.	Form 16	Undertaking on Letterhead Regarding Bidder Sharing Border With India
18.	Audited Annual Financial Statements	Annual audited reports complete in all respect of last three financial years in support of Form 5



SCHEDULE OF RATES (SOR)



SECTION - VI

SCHEDULE OF RATES (SOR)

Attached Below



SECTION - VII
OTHER FORMS APPLICABLE AFTER AWARD



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

Ref: Bank Guarantee No.....
Date.....

To
NORTH EAST GAS DISTRIBUTION COMPANY LIMITED

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

Dear Sir,

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

We (Bank)having its Head Office at (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the OWNER/OWNER, on demand any and all moneys payable by the seller/Contractor to the extent of ___% (___ percent) of the Contract price without any deviation and protest as aforesaid at any time up to.....and without reference to the VENDOR(SELLER/CONTRACTOR). Any such demand made by OWNER on the Bank shall be conclusive and binding notwithstanding any difference between OWNER and VENDOR(SELLER/CONTRACTOR) or any dispute pending before any Court, Tribunals, Arbitrator or any other Authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges the guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by VENDOR(SELLER/CONTRACTOR) of the aforementioned contract. OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against VENDOR(SELLER/CONTRACTOR) and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned Contracts between OWNER and VENDOR(SELLER/CONTRACTOR) or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provisions, have the effect of relieving the BANK.



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

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

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

Dated this the _____ day of _____ 2024 _____ at _____

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

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

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



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

Notwithstanding anything contained herein above:-

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

*WITNESS
(Signature)*

*(Name)
(Official Address)*

(Signature Bank Signatory)

*Bank Rubber Stamp
(Name)*

*Designation with Bank
Stamp plus Attorney as
Per Power of Attorney*

*No.....
Dated.....*

SECTION - V
FORMS & FORMATS

FORMS & FORMATS



Form 1

BIDDER'S GENERAL INFORMATION

(Information must be provided on bidder's letterhead)

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN _____

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

City _____ District _____

State _____ PIN _____

1-5 Telephone Number: _____
(Area Code) (Telephone Number)

1-6 Mobile Number, if any _____

1-7 E-mail address: _____

1-8 Website: _____

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

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

1-11 Bank's Name : _____

1-12 Bank's Branch : _____

1-13 Branch Code : _____

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1-14 Bank account number : _____

1-15 IFSC Code: _____

1-16 MICR Code: _____

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

1-18 If others, please specify _____

1-19 **Details of Directors/ Proprietors/ Partners** _____

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

1-20 PAN No.: _____

1-21 EPF No.: _____

1-22 GST Registration no.
(If registered) _____

1-23 If unregistered (Reason)

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

(SIGNATURE OF BIDDER WITH SEAL)

Note:

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

FORMS & FORMATS



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

M/S NEGDC,
GUWAHATI, KAMRUP, ASSAM

Notes

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

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

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

(Signature of the bidder)

FORMS & FORMATS



Form 3

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

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

Place:

Date:

[Sign. Of authorized signatory of bidder]

Name:

Designation:

FORMS & FORMATS



Instructions:

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

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

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

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

FORMS & FORMATS



Form 4

**CERTIFICATE REGARDING SUPPLY OF GOODS/WORKS/SERVICES
FOR TECHNICAL BEC QUALIFICATION**

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

[Sign. Of authorized signatory of bidder]

Name:
Designation:
Date:

FORMS & FORMATS



Form 5
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
FORMAT FOR STATUTORY AUDITOR'S / CHARTERED ACCOUNTANT*

(For supply of Goods/Works/Services)

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

ANNUAL TURN OVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1: 20__ - __	
Year 2: 20__ - __	
Year 3: 20__ - __	

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation: Seal:

Membership No.

UDIN No.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personal being considered as non-responsive.
3. For the purpose of this Tender document (i) Annual Turnover shall be "Sale value/ Operating income" (ii) Working capital shall be "Current Assets less Current Liabilities" and (iii) Net Worth shall be "Paid up share capital and Free reserves & Surplus".
4. *Bidders whose accounts are not audited by auditors as per Law/jurisdiction, certification from a Chartered Accountant to be submitted.

(SIGNATURE OF BIDDER WITH SEAL)

FORMS & FORMATS



Form 6 DECLARATION

(On Bidder's letter head)

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

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

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

SEAL AND SIGNATURE OF BIDDER

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

No.

Date:

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

Sub:

Sir,

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

Yours faithfully,

Signature
Name & Designation
For and on behalf of

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Form 8

Details of litigation (on Bidder's letter head)

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

FORMS & FORMATS



Form 9

BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.:

Date:

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

TENDER NO. _____ FOR LAYING OF _____

WHEREAS..... (HEREINAFTER CALLED 'THE Bidder' has submitted his Bid dated..... for laying 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 LIMITED, 5th Floor, Central Mall, GS Road, Christian Basti Kamrup, Assam – 781005 (herein after called 'NEGDCL') in the sum of for which payment well and truly made to NEGDCL, the BANK binds itself its successor and assigns by these presents. Sealed with the Common Seal of the said BANK this day of2024.

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.

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

(Signature of the BANK)

(Signature of the Witness)
Name & address of Witness:
Date:

FORMS & FORMATS



Form 10

FORMAT FOR BIDDER'S PRE-BID QUERIES

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

Subject: Tender No. for

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

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

FORMS & FORMATS



FORM -11

BANK MANDATE FORM

- 1 Bidder Name :
2 Bidder Code :
3 Address of the Bidder :
4 Particulars of Bank Account of Bidder :
4a Name of the Bank :
4b Name of the Branch and Address of the Branch :
4c Branch Code :
4d 9-Digit MICR code Number of the Bank & Branch :

:

(As appearing in the MICR Cheque issued by the Bank)
(Please do not give multicity cheque book code Number)

- 4e Type of Account :
(Savings Bank, Current or Cash Credit)
4f Account Number :
4g RGTS / IFSC Code (11 Digit) :
4h NEFT Code No. :

5 E-mail address of the Bidder :

6 Contact Person(s) of the Bidder :

I / We declare that the particulars given above are correct and complete and I / We accord our consent for receiving all our payments through Electronics Mechanism

(Signature and designation of the Authorized person(s) of Bidder Official seal of the Bidder's)

Place :

Date :

BANK CERTIFICATION

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

Place :

Date :

(Signature of the Authorized Official of the Bank Stamp)

FORMS & FORMATS



FORM-12

POLICY TO PROVIDE PURCHASE PREFERENCE (MAKE IN INDIA POLICY)

(REFER: ANNEXURE-I TO ITB)

FORMS & FORMATS



ATTACHMENT-1

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

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date
:

Name:

Designation:

Seal:

PPP-MII POLICY

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

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

The Local content in the offered Products / Services is%

Name of Audit Firm:

Date:

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

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

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

FORMS & FORMATS



From 13

UNDERTAKING ON LETTERHEAD REGARDING BIDDER SHARING BORDER WITH INDIA

To,

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

SUB:

TENDER NO:

Dear Sir

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

- (i) not from such a country []]
- (ii) if from such a country, has been registered []]
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORMS & FORMATS



Annexure - 1

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

Date:

To,

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

Dear Sir,

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

The Customer has informed that they wish to bid for 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 INR

It is also confirmed that the net worth of the Bank is more than INR 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

**PERFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY
PURCHASER/ OWNER**

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS NORTH EAST GAS DISTRIBUTION COMPANY LIMITED, ASSAM (INDIA) (hereinafter referred to as "NEGDC") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 5th Floor, Central Mall, GS Road, Christian Basti, Guwahati, Kamrup, Assam – 781005 has entered into an Contract with (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

NEGDC has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by NEGDC to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

As a pre-condition to the supply of the said materials by NEGDC to the CONTRACTOR, NEGDC has required the CONTRACTOR to furnish to NEGDC an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified NEGDC from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to NEGDC of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to NEGDC forthwith on demand in writing without protest or demur the value as specified by NEGDC of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be, or together with NEGDC's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs _____ (In words _____ Only).

AND THE CONTRACTOR hereby agrees with NEGDC that:

FORMS & FORMATS



- i. This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of NEGDCCL arising hereunder upto and until the midnight of..... However, if the CONTRACT for which this Indemnity/ Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii. This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to NEGDCCL in terms of hereof.
- iii. The mere statement of allegation made by or on behalf of NEGDCCL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of NEGDCCL to produce any documentary proof or other evidence whatsoever in support of this.
- iv. The amount stated in any notice of demand addressed by NEGDCCL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by NEGDCCL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to NEGDCCL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated

Place: (SIGNED BY COMPETENT AUTHORITY)

Dated: Official seal of the CONTRACTOR



Energising Quality

SCHEDULE OF RATES (SOR)



SECTION - VI

SCHEDULE OF RATES (SOR) (Uploaded on portal)

**OTHER FORMS APPLICABLE AFTER
AWARD**



SECTION - VII

OTHER FORMS APPLICABLE AFTER AWARD

**OTHER FORMS APPLICABLE AFTER
AWARD**



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

Ref: Bank Guarantee No.....
Date.....

To
NORTH EAST GAS DISTRIBUTION COMPANY LIMITED

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

Dear Sir,

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

We (Bank)having its Head Office at (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the OWNER/OWNER, on demand any and all moneys payable by the seller/Contractor to the extent of ___% (___ percent) of the Contract price without any deviation and protest as aforesaid at any time up to.....and without reference to the VENDOR(SELLER/CONTRACTOR). Any such demand made by OWNER on the Bank shall be conclusive and binding notwithstanding any difference between OWNER and VENDOR(SELLER/CONTRACTOR) or any dispute pending before any Court, Tribunals, Arbitrator or any other Authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges the guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by VENDOR(SELLER/CONTRACTOR) of the aforementioned contract. OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against VENDOR(SELLER/CONTRACTOR) and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned Contracts between OWNER and VENDOR(SELLER/CONTRACTOR) or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provisions, have the effect of relieving the BANK.

**OTHER FORMS APPLICABLE AFTER
AWARD**



Bank Guarantee No.....

Date.....

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

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

Dated this the _____ day of _____ 2025 _____ at _____

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

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

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

Bank Guarantee No.....

Date.....

**OTHER FORMS APPLICABLE AFTER
AWARD**



Notwithstanding anything contained herein above:-

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

*WITNESS
(Signature)*

*(Name)
(Official Address)*

(Signature Bank Signatory)

*Bank Rubber Stamp
(Name)*

*Designation with Bank
Stamp plus Attorney as
Per Power of Attorney*

*No.....
Dated.....*

TECHNO-COMMERCIAL INFORMATION

(To be filled serial-wise on the e-tendering portal bid floor in the provided format)

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

Bidder Organization Name:		
Sr.	Requirement	Response
General Information		
1	Bid reference No. & Date	
2	Date of incorporation of company	
3	Company Address(es) in India	
4	No. of years in business	
5	Type of Firm (Proprietary / Partnership / Private Ltd. / Public Ltd.)	
6	Details of Directors / Proprietors / Partners	
7	Phone no. of contact person	
8	Email ID of contact person	
9	GST registration number	
Technical BEC		
1	Same as mentioned in clause 8.1 of IFB	Agree
Details in support of Technical BEC		
1	Any one past reference client (Mention Client Company Name)	
2	Purchase order (s)/ Work Order (s) defining the complete scope of work.	
3	Copy of SOR clearly describing the scope of work	
4	Completion / Execution Certificate issued by end user / owner / owner representative (or their consultant who has been duly authorized by owner to issue such certificate) certifying executed Pre-commissioned / Commissioned length of pipeline (diameter wise) & Pipeline Class against the said PO / WO and duration in which execution took place.	
Financial BEC		
1	Bidder's turnover for preceding financial year (mention in INR along with FY).	

2	Bidder's turnover for second to last preceding financial year (mention in INR along with FY).	
3	Bidder's turnover for third to last preceding financial year (mention in INR along with FY).	
4	Bidder's net worth for preceding financial year should be positive.	
5	Bidder's working capital for preceding financial year (mention in INR along with FY).	
Commercial Terms and Conditions		
1	Bidder accepts to keep the bid valid for a period of 90 days from the date of opening of techno-commercial bid	Agree
2	Details of EMD submitted against the tender (Ref. no. and date of BG/ Online transaction)	_____
3	Bidder accepts to quote the prices as per SOR enclosed with this tender document	Agree
4	Price quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
5	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
6	Bidder accepts the contractual validity period as per tender	Agree
7	Bidder accepts the terms of payment as per tender	Agree
8	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree
9	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree
10	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	Agree
11	Bidder accepts all statutory compliances against tender	Agree
12	Bidder has read and accepts the tender document in toto	Agree
13	Any deviation from the tender document sought by the bidder is listed separately in Form- 2 only	Agree
14	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	Agree

DOCUMENTS TO BE CHECKED AGAINST BEC

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

DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL

Sr. No.	Document Header Name	Document Description
1.	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
2.	Form 1 General Info with Supporting Docs	Bidder's General Information as per appended format along with PAN card copy, GST registration certificate and copy of cancelled cheque in support.
3.	Form 2 Deviation Form	Deviation Form as per appended format
4.	Form 3 Work Experience Certificates	Certificates for details of similar goods / work / services supplied / done during past 7 years as per appended format
5.	Form 4	Certificate Engineer Regarding Supply of Goods/Works/Services
6.	Form 5 Annual Turnover for last 3 year & Financial Data for last Financial Year	Certificate for financial capability of the bidder Format for statutory auditor's / chartered accountant with UDIN.
7.	Annexure-1	Format For Certificate From Bank If Bidder's Working Capital Is Inadequate, if applicable
8.	Form 6	Bidder to Confirm (declaration) that bidder is not been put 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.
9.	Form 7	Declaration of Tender Document Purchased/ Downloaded
10.	Form 8	Details of litigation, if any
11.	Form 9	Bid Bond Proforma / Proforma for EMD
12.	Form 10	Bank Mandate Form
13.	Form 12	Policy To Provide Purchase Preference As Per Public Procurement (Preference To Make In India), Order 2017
14.	Form 13	Undertaking on Letterhead Regarding Bidder Sharing Border With India
15.	Audited Annual Financial Statements	Annual audited reports complete in all respect of last three financial years in support of Form 5 with UDIN.
16.	Corrigendum and Other documents	Copy of all addenda / corrigenda, if any, along with required documents as stated therein, duly signed and stamped. (In case no addendum / corrigendum has been issued against this tender document, then the bidder may upload a letter stating that "No addendum / corrigendum has been issued against this tender document")

Note: Bidder may attach any other docs, not in above list but relevant to this tender, at the specified link "other documents" on the e-tendering portal.