



**NORTH EAST GAS DISTRIBUTION
COMPANY LIMITED (NEGDCL)**

**ENGAGEMENT OF INTERNAL AUDITOR FOR
NEGDCL**

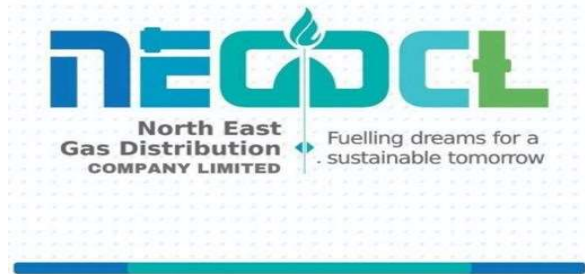
**TENDER FOR
ENGAGEMENT OF CHARTERED
ACCOUNTANT/COST ACCOUNTANT FIRM
FOR INTERNAL AUDIT OF NEGDCL**

OPEN DOMESTIC COMPETITIVE BIDDING

Bid Document No. NEGDCL/INTERNAL AUDIT/2024-25/08

Issued :

22-08-2024



BID DOCUMENT FOR

Bid Document No. NEGDC/INTERNAL AUDIT/2024-25/08

CONTENTS

SECTION – I INVITATION FOR BIDS (IFB)	5
1 INTRODUCTION	6
2 PROJECT BRIEF	6
3 BRIEF SCOPE OF WORK	6
4 COMPLETION PERIOD	7
5 BID VALIDITY	7
6 BIDDING PROCEDURE	7
7 DETAILS OF BID DOCUMENTS	8
8 BIDDER EVALUATION CRITERIA (BEC)	8
9 TENDER PROCESSING FEE & BID SECURITY	10
10 PRE-BID MEETING	11
11 GENERAL.....	11
CONTACT DETAILS OF ASSAM STATE PROCUREMENT CELL HELP DESK	11
SECTION – II INSTRUCTIONS TO BIDDERS (ITB)	16
1 INTRODUCTION	17
2 ELIGIBLE GOODS AND SERVICES AND ORIGIN OF GOODS	17
3 ELIGIBILITY OF BIDDERS	17
4 ONE BID PER BIDDER.....	17
5 COST OF BIDDING	18
6 NON-TRANSFERABILITY OF THE BID DOCUMENTS.....	18
7 SITE SURVEY.....	18
8 CONTENT OF BID DOCUMENTS.....	18
9 CLARIFICATION ON BID DOCUMENTS.....	19
10 AMENDMENT OF BID DOCUMENTS.....	19
11 LANGUAGE OF BID	19
12 DOCUMENTS CONSTITUTING THE BID.....	19
13 BID FORM.....	20
14 BID PRICES	20
15 PRICE BASIS.....	20
16 CURRENCIES OF BID	20
17 DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION	20
18 DOCUMENTS ESTABLISHING GOOD’S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS.....	20
19 BID SECURITY/ EMD	21
20 PERIOD OF VALIDITY OF BIDS	22
21 FORMAT AND SIGNING OF BID	22
22 DEVIATIONS.....	23
23 PREPARATION OF BIDS.....	23
24 SUBMISSION OF BIDS.....	24
25 DEADLINE FOR SUBMISSION OF BIDS	25
26 LATE BIDS	25
27 MODIFICATION AND WITHDRAWAL OF BIDS.....	25
28 OPENING OF BIDS BY THE PURCHASER	25
29 CLARIFICATION OF BIDS	26
30 PRELIMINARY EXAMINATION	26
31 REJECTION CRITERIA	26
32 OPENING OF PRICE BID	27
33 EVALUATION AND COMPARISON OF BIDS	27
34 CONTACTING THE PURCHASER.....	28
35 POST-QUALIFICATION.....	28
36 AWARD CRITERIA.....	28
37 SPLIT OF AWARD.....	29
38 PURCHASER’S RIGHT TO VARY QUANTITIES AT TIME OF AWARD	29



CONTENTS

39	PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS	29
40	NOTIFICATION OF AWARD	29
41	CORRUPT OR FRAUDULENT PRACTICES	29
42	EVALUATION OF PERFORMANCE	30
43	CONTRACTOR SAFETY MANUAL	30
44	PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA	30
SECTION-V FORMS & FORMATS		37
FORMAT FOR BIDDER'S PREBID QUERIES		57
SECTION – VI SCHEDULE OF RATES (SOR)		58

SECTION – I INVITATION FOR BIDS (IFB)

1 INTRODUCTION

North East Gas Distribution Company Limited (“NEGDCL”) is a joint venture company among Assam Gas Company Ltd. and Oil India Ltd. having equity shareholding in the ratio of 51% & 49% respectively. Company was incorporated on 21.07.2023. The company is carrying on City Gas Distribution Activities in 3 GAs of Assam & Tripura as per authorization received from PNGRB under 11th round of CGD bidding.

2 PROJECT BRIEF

North East Gas Distribution Company Limited invites tenders under sealed covers from bona fide and experienced Contractors of financial standing and reputation for the following job:

Name of Work:	Engagement of Chartered Accountant/Cost Accountant Firm for Carrying out Internal Audit of North East Gas Distribution Company Limited to comply with the requirements of Company’s Act 2013 for the year 2024-25 and 2025-26
Tender No.	NEGDCL/INTERNAL AUDIT/2024-25/08

3 BRIEF SCOPE OF WORK

- Review of the accuracy and reliability of NEGDCL’s accounting records and Financial Reporting to comment on adequacy of financial recording & reporting.
- Checking transactions and functions important for internal control procedures at various departments/ offices across the company.
- Evaluation of adherence to approved management policies, procedures & Board directives.
- Evaluation of legal and regulatory requirement covering Acts related to Finance, Banking, Corporate and Taxation laws such as, GST, Income Tax Act, Companies Act, etc. to assess the compliances of legal, regulatory, accounting standards, etc.
- Review of operations to assure whether the resources are acquired economically, used efficiently and safeguarded adequately.
- Reviewing objectives for adherence to organization’s mission and vision.
- To assure whether the systems, procedures adopted by the company are adequate and effective to achieve the company’s objectives and goals.
- Physical Verification of Fixed Assets in FY 2025-26.
- Providing suggestions based on knowledge of operations throughout the organization to mitigate issues and enhance operational efficiency. Provide insight to the impact of non-compliance.
- Based on the review, suggest a detailed guidelines of best practices along with the Internal Audit Report to mitigate the anomalies for strengthening the Internal Financial Controls and Financial Reporting further.

4 COMPLETION PERIOD

The completion period shall be 24 months from the date of LOI/WO date (whichever is earlier).

5 BID VALIDITY

The bid should be valid for 180 days from the date of schedule submission.

6 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. 23 of ITB.

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

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

6.4.1 PART- I (UN-PRICED BID)

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

6.4.2 PART-II (PRICED BID)

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

7 DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
7.1	Tender Document Number	NEGDCL/INTERNAL AUDIT/2024-25/08
7.2	Type of Tender	E-Tender (Open Domestic Competitive Bidding basis)
7.3	Date of publish of tender	22/08/2024
7.4	Tender processing fee non refundable	INR 500.00
7.5	Pre bid meeting date and venue	On 29/08/2024 at Virtual at 15.00 HRS. IST Prebid Meeting - Engagement of Internal Auditor Thursday, August 29 · 3:00 – 5:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/qaw-jzha-nkp
7.5.1	Pre bid Queries/Clarification end date	Within 3 days from the date of pre bid meeting
7.6	Bid Submission Start date and time	03/09/2024 from 1100 HRS. IST
7.7	Bid Submission end date and time	11/09/2024 till 1400 HRS. IST
7.8	Un-Priced bid opening date and Time	12/09/2024 at 1100 HRS. IST
7.9	Place of Un-Priced bid opening	On line in Assam Tender Portal
7.10	Price bid opening date and time	Date and time shall be intimated later

DOWNLOADING OF TENDER DOCUMENT

The entire tender document has been webhosted on NEGDCL, 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.

8 BIDDER EVALUATION CRITERIA (BEC)

8.1 TECHNICAL:

8.1.1 Bidder should have successfully completed similar works in India during last 7 years ending last day of the month previous to the one in which applications / bids are invited as per the following :

- a. One similar completed work of value not less than INR 3.20 Lakhs
- b. Two similar completed works each of value not less than INR 2.00 Lakhs
- c. Three similar completed works each of value not less than INR 1.60 Lakhs

Where 'Similar Work' refers to the following :

The Bidder, as a main contractor, should have successfully executed /completed similar nature of works i.e ,

"providing services for Internal Audit in any Central / State Govt Organization / PSU / Public Listed Company/ Private company any where in India".

Bidder to provide a completion certificate from the work order issuing authority certifying the above.

8.1.2 Bidder's experience specified above is to be in the preceding 7 (seven) years ending on last day of the month, immediately previous to the month in which the last date of bid submission falls. Even in case the date of bid submission is extended, the date originally considered as reference date for experiencecriteria, shall remain unchanged

8.1.3 Price bids shall be opened for Techno-commercially qualified bidders. Qualified bidders quoting lowest price will be declared as L-1. Micro and Small Enterprises quoting price within price band of L1 + 15% (Fifteen) shall be awarded the complete services subject to matching of L1 price in a situation where L1 price is from someone other than MSE.

8.1.4 Price bid evaluation shall be done on overall landed cost basis.

8.1.5 Documents/Documentary Evidence required to be provided by participating bidder alongwith the un-priced bid to qualify/ meet the requirements of BEC:

BEC Clause no.	Description	Documents required for qualification
8.1	Experience	Chartered Engineer (CE) attested & Notarized copy of Purchase Orders (P.O) / Work order (W.O) along with its proof of execution i.e., completion certificate (having Cross reference to submitted P.O) towardsmeeting above criteria.

Notes:

1. Bidders note that all the BEC (Technical) related documents shall be under one file named BEC Technical. The same file shall be uploaded on the e-tendering portal.
2. All documents in support of technical criteria of bid evaluation criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and notary public with legible stamp.

3. Firms of Chartered Accountants or Cost Accountants associated with North East

Gas Distribution Limited will not be considered for evaluation.

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

8.2 FINANCIAL:

8.2.1 Annual turnover:

The minimum annual turnover of the bidder as per their audited financial statement in any one of the last three preceding financial years i.e., FY 2022-23, 2021-22 & 2020-21 shall be **INR 2.00 Lakhs**

8.2.2 Net Worth:

The Net worth of the bidder should be positive as per audited annual financial results of immediate preceding financial year i.e., 2022-23.

8.2.3 Working Capital:

The minimum working capital of the bidder as per the audited financial statement of immediate preceding year i.e., FY 2022-23 shall be **INR 40 Thousand**

Note: If the bidder's working capital is inadequate, the bidder should submit a letter from bidder's bank (as per Format F-15 attached with section-V of the tender) having a net worth not less than Rs.100 Crores. Confirming the availability of the line of credit for at least for the working capital requirement as stated above.

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

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

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

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

9 TENDER PROCESSING FEE & BID SECURITY

9.1 TENDER PROCESSING FEE

9.1.1 Non- refundable tender processing fee of **INR 500.00** related to e-procurement shall be paid through e-procurement portal:

Method of paying online tender processing fee:

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

9.2 BID SECURITY

- 9.2.1 Bid must be accompanied by a bid security amount shall be **INR 8000.00**
- 9.2.2 EMD/ Bid Security may be paid online through e-procurement portal:

Method of paying online EMD/ Bid Security are following:

- 9.2.3 Option 1: Internet banking through State Bank of India (SBI) or any other Banks listed at State Bank Multi Option Payment System (SBMOPS) on <http://assamtenders.gov.in>
- 9.2.4 Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee using NEFT/ RTGS option from any bank against system generated prefilled challan.
- 9.2.5 EMD/ Bid security in the form of Bank Guarantee may also be submitted and shall be valid for sixty (60) days beyond the validity of the bid. **Original copy of Bank Guarantee to be submitted at NEGDCCL office within 07 days of Unprice Bid Opening. In case BG are submitted in SFMS mode the details of NEGDCCL bank account number is as follows : HDFC BANK, Chirstian Basti , G.S.Road , Guwahati , IFSC : HDFC0001474 A/c NO : 50200082393085**
- 9.2.6 Bidders which are registered as Micro / Small Companies / Industries under MSME act 2006 exempted from submission of EMD.
- 9.2.7 If the Bidder is a Micro or Small enterprises as per the Micro, Small & Medium Enterprises Development Act, 2006 (MSMED Act 2006) with latest amendments and registered with the Authorities under the above Act for any items/ services, then Bidder has to indicate the Entrepreneurs Memorandum Number (Twelve digit) and enclose a copy the certificate issued by the Authorities under the Micro, Small & Medium enterprises Development Act 2006.
- 9.2.8 Further, Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filling the memorandum (Udyam Registration) w.e.f.01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e:<https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall also be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012. However, the MSE enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 30.06.2022. Such enterprise shall submit EM Part- II or Udyog Aadhar Memorandum (UAM) for availing benefits of PPP-2012.

Other agencies exempted from submission from EMD

Public sector Undertakings of Central/ State Government

- 9.2.9** The registration for MSE vendors shall be valid as on the Techno-Commercial bid opening date.
- 9.2.10** Such bidders must furnish valid document i.e., valid on the date of bid submission date along with bid to avail the exemption.
- 9.2.11** Bidders to follow Instructions for submission/ Partial Exemption/ Complete Exemption of EMD/ Bid Security as attached at Annexure I to IFB.

10 PRE-BID MEETING

- 10.1 The bidder(s) or his representative who intends to bid are invited to attend a pre bid meeting which will take place on date specified in the tender document. Bidder(s) queries, if any, must reach Owner office on or before date specified in tender documents.
- 10.2 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

11 GENERAL

- 11.1 NEGDCL does not split the works among the bidders or place the order for part quantity or delete an item from bidder's scope of work.
- 11.2 Bids through Fax/ E-MAIL are not acceptable.
- 11.3 NEGDCL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 11.4 Contact details are given below:
info@negdc.co.in, cfo@negdcl.co.in; negdl.shreya@gmail.com

CONTACT DETAILS OF ASSAM STATE PROCUREMENT CELL HELP DESK

Telephone: 1800 2121 18866

ANNEXURE I TO IFB

tenders
GOVERNMENT OF ASSAM

BID SUBMISSION

EMD Full exemption through Net Banking/NEFT

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

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

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

Next

Click Yes to Enter EMD Exemption

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

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

tenders
GOVERNMENT OF ASSAM

BID SUBMISSION

My Tenders → EMD Exemption

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

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

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

If yes, Provide the exemption type: Percentage Fixed

Percentage/Amount* 100

Actual EMD amount in ₹ 9,00,000

Only pdf, jpg files are permitted to upload.

Uploaded Document SAMPLE.pdf

Upload EMD exemption document.*

Upload exempted document

Next

Enter full percentage

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

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

Post Award Management

Approved Finalization

tenders eProcurement System Government of Assam

BID SUBMISSION

My Tenders → EMD Exemption

EMD partial Exemption

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

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

If yes, Provide the exemption type: Percentage Fixed

Percentage/Amount* 50

Actual EMD amount in ₹ : 9,00,000

Only pdf, .jpg files are permitted to upload.

Upload EMD exemption document:*

Next

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

tenders eProcurement System Government of Assam

BID SUBMISSION

My Tenders → EMD Exemption

EMD Through BG/ST

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

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

If yes, Provide the exemption type: Percentage Fixed

Percentage/Amount* 100

Actual EMD amount in ₹ : 9,00,000

Only pdf, .jpg files are permitted to upload.

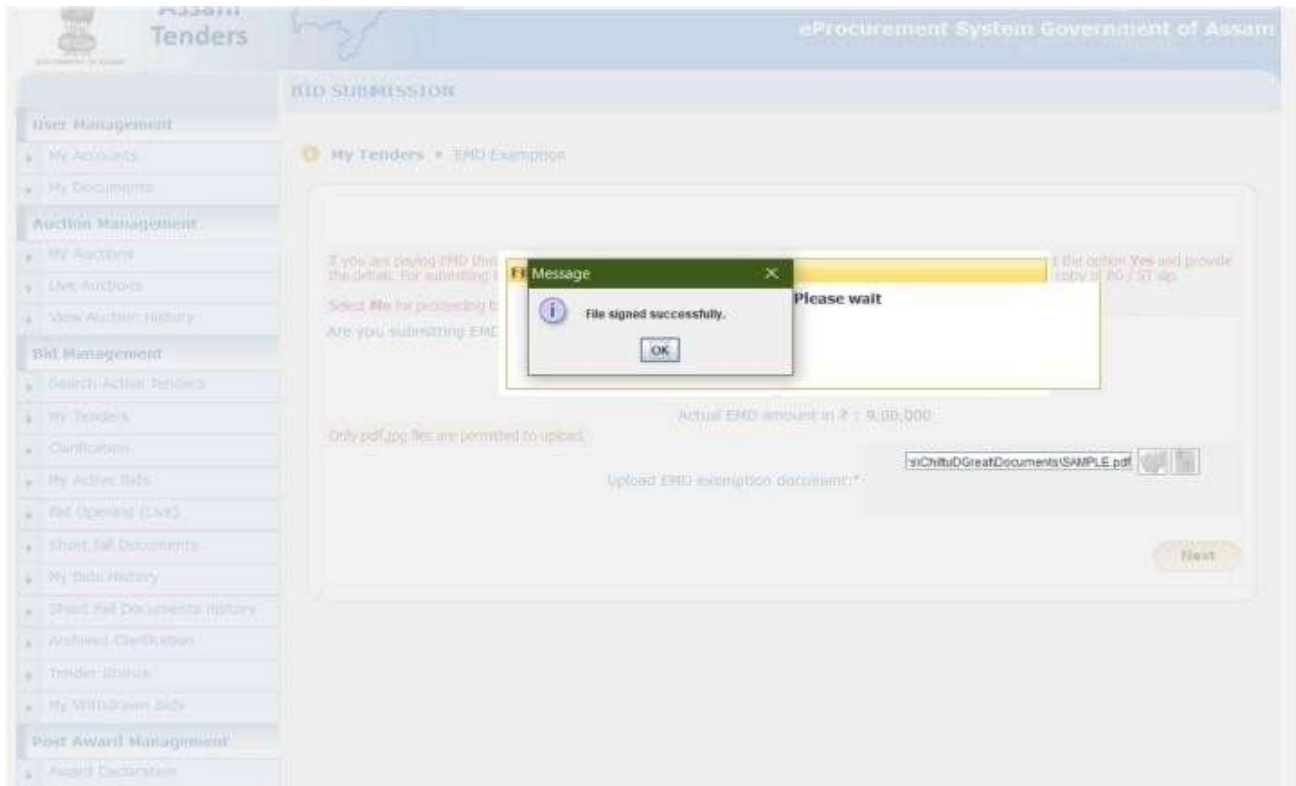
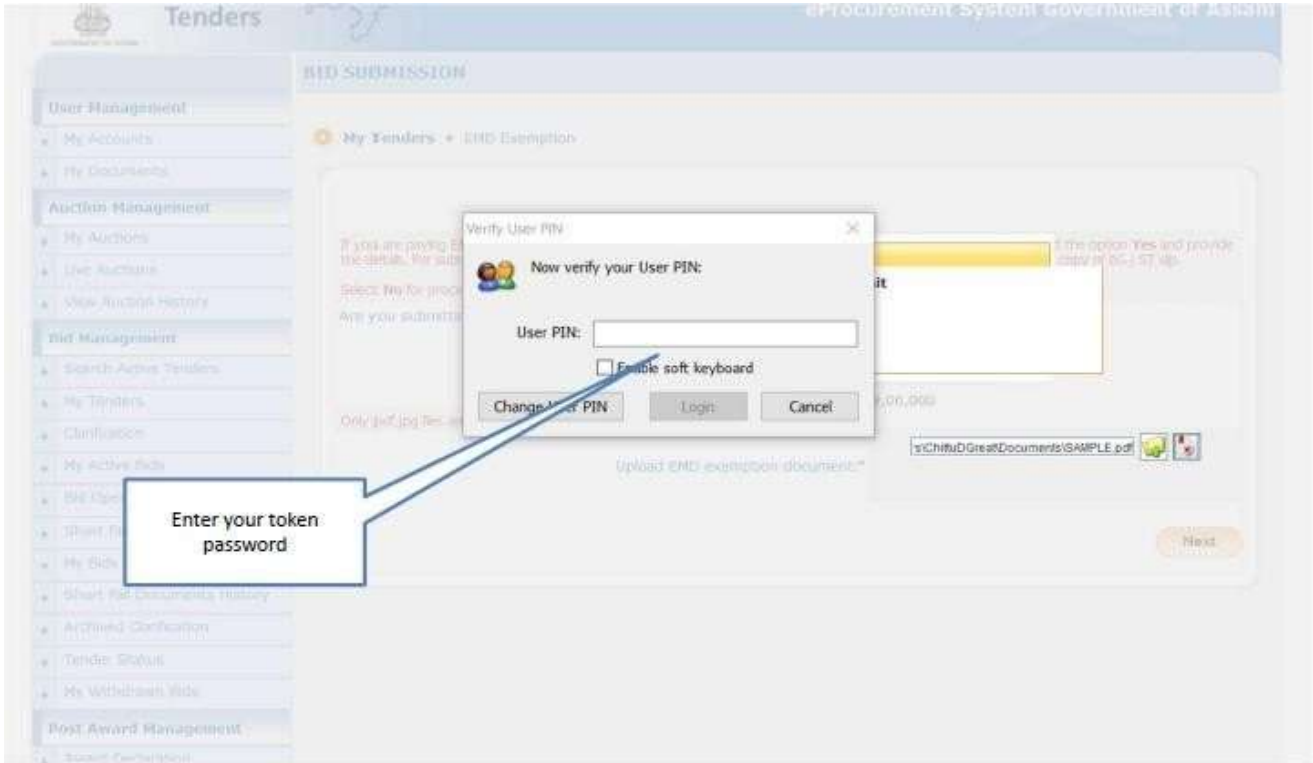
Uploaded Document

Upload EMD exemption document:*

Next

Enter the Full percentage

Upload THE BG DOCUMENT/exempted document



Tenders eProcurement System Government of Assam

BID MANAGEMENT

My Tenders → 2019_ASPIR_14154_1 → Transaction Message

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

Bid Process List

S.No	Bid Process	Action
1	Profile	✓

Bid Payment Details

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

Pay Offline Pay Online Encrypt&Upload

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

Click pay online for continue the process

SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

1 INTRODUCTION

- 1.1 The Owner/ Purchaser invites e-bids for the services 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. The owner reserves the right to evaluate and accept bids at their sole discretion.

2 ELIGIBLE GOODS AND SERVICES AND ORIGIN OF GOODS

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

3 ELIGIBILITY OF BIDDERS

- 3.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Owner.
- 3.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner in accordance with ITB.
- 3.4 The bidder should not be on holiday or black listed by Purchaser or AGCL or Oil India Limited .In this connection bidders should give an undertaking as per Form F-8.

4 ONE BID PER BIDDER

- 4.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individual (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.
- 4.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.

4.3 Alternative bids are not acceptable.

5 COST OF BIDDING

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

6 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 SITE SURVEY Not Required

Deleted

A. THE BID DOCUMENTS

8 CONTENT OF BID DOCUMENTS

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

- Section – I : Invitation for Bids (IFB)
- Section – II : Instructions to Bidders (ITB)
- Section – III : Forms and Formats
- Section – IV : Schedule of Rates (SOR)

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 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 Biddocuments.

- 9.2 Any query/ clarification from the bidder shall be considered from the date of tender publishing and upto 7 days after the Prebid meeting.

10 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 prospectiveBidder, 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.

A. PREPARATION OF BIDS

11 LANGUAGE OF BID

- 11.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser , 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 DOCUMENTS CONSTITUTING THE BID

- 12.1 The bid prepared by the Bidder shall comprise the following components:
- 12.2 Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;
- 12.3 Price Bid having Price Schedule/SOR filled up in accordance with tender documents.
- 12.4 Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and

12.5 Bid security/ EMD submission will be online or Bank Gurantee.

13 BID FORM

13.1 The Bidder shall complete all the Bid Forms attached in Section-V "FORM & FORMAT" of bid document and submit the same as a part of "Techno-Commercial Un-priced bid "as per clause "PREPARATION OF BIDS" of ITB.

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

14 BID PRICES

14.1 The Bidder shall indicate in the appropriate Schedule of Rates, the unit prices, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges and cost for providing tools & tackles, equipment, machineries, spares inclusive of all applicable taxes and duties except GST 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 shall be allowed before bid submission.

15 PRICE BASIS

15.1 Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account (except statutory in taxes & duties for Indian bidders).

16 CURRENCIES OF BID

16.1 Bidders shall submit bid in INR only.

17 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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

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

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

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

18.1 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and

a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.

- 18.2 Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:
- a detailed description of the essential technical and performance characteristics of the goods;
 - an item-by-item commentary on the Purchaser Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 18.3 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

19 BID SECURITY/ EMD

- 19.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.
- 19.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 19.3 The bid security shall be in the following forms:
- unless otherwise specified, a bank guarantee issued by a nationalized bank or a scheduled Indian bank should be valid for sixty (60) days beyond the validity of the bid; or
 - EMD/ Bid Security may be paid online through e-procurement portal:

Method of paying online EMD/ Bid Security are following:

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

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

- 19.4 Any bid not secured in accordance with ITB Clauses may be treated as non-responsive and rejected.
- 19.5 Unsuccessful bidders' bid security shall be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of validity of the bank guarantee and any extension if required by the Purchaser.

- 19.6 The successful Bidder's bid security will be discharged upon such Bidder accepting the award, and furnishing the Contract Performance Guarantee.
- 19.7 The bid security may be forfeited:
- a. If a Bidder:**
- Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form including extensions if any granted, or
 - Does not accept the correction of errors; or
- b. In the case of a successful Bidder, if such Bidder fails**
- to accept the award
 - to furnish Contract Performance Bank Guarantee in accordance with tender.
- 19.8 Bidders which are registered as Micro / Small Companies / Industries under MSME act 2006 or registered as N.S.I.C in relevant area shall be exempted from submission of EMD. Such bidders must furnish valid document along with bid to avail the exemption.
- 19.9 Performance Bid Security/ Retention Money :** To ensure performance of the contract and due discharge of the contractual obligations , the successful bidder will have to provide security deposit of 10% of the contract upfront . Amount received / retained towards this clause shall be considered as security deposit. Bank guarantee as per the form prescribed.

20 PERIOD OF VALIDITY OF BIDS

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

21 FORMAT AND SIGNING OF BID

- 21.1 The Bidder shall prepare one original of the document comprising the bid as per ITB clause "SEALING AND MARKING OF BIDS" marked "ORIGINAL". In addition, the bidder shall submit one copy of the original bid marked "COPY". In the event of any discrepancy between the original & the copy, the one marked as original shall govern.
- 21.2 The original and the copy of the bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.
- 21.3 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

22 DEVIATIONS

- 22.1 Purchase will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc. to avoid delay seeking clarifications on technical/ commercial aspect of the offer.
- 22.2 **Deviations, if any have to be listed only in the Form 7** of the bid submitted by the bidder. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Purchaser.
- 22.3 Notwithstanding the above, bids with the deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder. However, Purchaser reserves the right to take the final decision in this regard, without assigning any reason.

A. PREPARATION AND SUBMISSION OF BIDS

23 PREPARATION OF BIDS

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

Covering Letter with

- Bidder's General Information Form F-1
- Bid security as per Form F-2
- Power of Attorney as per Form F-3
- Financial Details as per Form F-4A & Form F-4B
- Certificate from Bank if bidder's working Capital is inadequate as per Form F-5
- Check List for agreed terms and conditions as per Form F-6
- No deviation confirmation / Deviation Form as per Form F-7
- Confirmation that bidder is not banned by any Indian Government organization/ Government Undertaking from quoting as per Form F-8
- Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and price bid opening as per Form F-9.
- Information regarding any current litigation in which the bidder is involved in Form F-10.
- Certificates as per Form- 11, 12
- Declaration as per Form-13
- Documents for meeting BEC as per IFB clause no. 8 including Form F-14 duly filled with required details.
- Proforma for Performance Bank Guarantee – (Unconditional) as per Form F-15.
- Un-priced Schedule of Rates (SOR) / In Price column should be mentioned as "Quoted".
- Copy of GST & PAN Registration Certificates

- Other documents as per Technical Volume of bid document
 - Note: All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.
- 23.2 Part-II: The price bid shall contain Schedule of Rates dully filled in the prescribed format available on the e-portal.

24 SUBMISSION OF BIDS

- 24.1 Tender document may be downloaded from E-procurement portal prior to the deadline for submission of bids. The bids shall be submitted online. Users are requested to map their system as per the System settings available on the link "System Requirement and Registration Manual" on the E-Procurement portal.
- 24.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.
- 24.7 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.
- 24.8 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.
- 24.9 The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). NEGDCL will not be held responsible for any sort of delay or the difficulties faced during online submission

of bids by the bidders.

24.10 Deleted

25 DEADLINE FOR SUBMISSION OF BIDS

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

26 LATE BIDS

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

27 MODIFICATION AND WITHDRAWAL OF BIDS

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

A. OPENING AND EVALUATION OF BIDS

28 OPENING OF BIDS BY THE PURCHASER

- 28.1 The Purchaser will open all bids in the Assam tender portal on the date (as specified in IFB), and at the place specified in the Tender.
- 28.2 No bid shall be rejected at bid opening.

29 CLARIFICATION OF BIDS

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

30 PRELIMINARY EXAMINATION

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

31 REJECTION CRITERIA

- 31.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.
- 31.2 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:
- Tender Processing fee
 - Bid security.
 - Value of bid security less than that specified.
 - Bid security not complying with the requirements of ITB.
 - Contract Performance Bank Guarantee as per tender.
 - Period of validity of bid shorter than specified.
 - Price change on account of technical/ commercial clarification and/ or validity extension.
 - Resolution of Dispute/ Arbitration clause.
 - Payment terms.
 - Delivery schedule
 - Price Reduction Schedule.

- Price not quoted as per SOR
- Warranty / Guarantee
- Force Majeure
- Applicable Law
- Scope of Work
- Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid

32 OPENING OF PRICE BID

- 32.1 In case of two-part bidding, the Bidders whose bids are found substantially responsive , price bid shall be opened in Assam tender portal.

33 EVALUATION AND COMPARISON OF BIDS

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

33.2 Evaluation

The Owner will evaluate and compare the bids previously determined to be substantially responsive. In evaluating bids, the Owner will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:

- Arithmetical errors will be rectified on the following basis:
- 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.

33.3 Other Conditions Related to Bid Evaluation

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

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

33.4 Comparison of Prices

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

33.4.2 Prices shall be evaluated on **an overall basis** to arrive at the lowest evaluated cost to Purchaser.

33.4.3 The evaluated price of bidders shall include the following:

- Quoted price of bidder inclusive of all taxes and duties excluding GST for complete scope of work as per SOR
- GST on (sl no. i) above.

34 CONTACTING THE PURCHASER

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

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

A. AWARD OF CONTRACT

35 POST-QUALIFICATION

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

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

37 SPLIT OF AWARD

37.1 Not Applicable

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

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

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

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

40 NOTIFICATION OF AWARD

- 40.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Letter of Intent .
- 40.2 The date of Letter of intent for notification of award will constitute effective date.
- 40.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.
- 40.4 Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause.
- 40.5 The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.
- 40.6 Letter of intent read in conjunction with bid documents shall be binding Contract.

41 CORRUPT OR FRAUDULENT PRACTICES

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

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

42 EVALUATION OF PERFORMANCE

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

43 CONTRACTOR SAFETY MANUAL

- 43.1 Deleted.

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

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

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. "**Bidder**" (including the term 'tenderer', 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "**Bidder from a country which shares a land border with India**" for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation—

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

7. SUBMISSION OF CERTIFICATE IN BIDS:

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

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

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

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

Form-I

UNDERTAKING ON LETTERHEAD

To,

M/s NORTH EAST GAS DISTRIBUTION COMPANY LIMITED

SUB:
TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (**Name of Bidder**) is:

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

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

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

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s NORTH EAST GAS DISTRIBUTION COMPANY LIMITED

SUB:
TENDER NO:

Dear Sir

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

(i) not from such a country []]

(ii) if from such a country, has been registered with the Competent Authority. []]

(Evidence of valid registration by the Competent Authority shall be attached)

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

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

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

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER
(To be executed on non-judicial stamped paper of appropriate value)**

WHEREAS North East Gas Distribution Company Ltd. (hereinafter referred to as NEGDCL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at G.S. Road, Guwahati Assam-781005 has entered into a 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

- i) NEGDCL 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 NEGDCL 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.
- ii) As a pre-condition to the supply of the said materials by NEGDCL to the CONTRACTOR, NEGDCL has required the CONTRACTOR to furnish to NEGDCL 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 NEGDCL 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 NEGDCL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to NEGDCL forthwith on demand in writing without protest or demur the value as specified by NEGDCL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with NEGDCL'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. (Rupees.....Only).

AND THE CONTRACTOR hereby agrees with NEGDCL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of NEGDCL 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 fulfil 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 NEGDCL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of NEGDCL 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 NEGDCL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by NEGDCL 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 NEGDCL 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 NEGDCL 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

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

SECTION-V FORMS & FORMATS

FORM F-1

BIDDER'S GENERAL INFORMATION

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

FORM F-2

BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.:

Date:

To,

M/s. North East Gas Distribution Company Limited

6th Floor, Central Mall G.S. Road, Guwahati,

Assam-786602

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', 6th Floor, Central Mall, G.S.
Road, Guwahati Assam-781005 (herein after called 'NEGDCL') in the sum of
..... For which payment well and truly made to NEGDCL, the BANK
binds itself its successor and assigns by these presents. Sealed with the Common Seal of
the said BANK this Day of.....year.

THE CONDITIONS of this obligation are:

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

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

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

(Signature of the BANK)

(Signature of the Witness)

Name & address of Witness:

Date:

FORM F-3

POWER OF ATTORNEY

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

Tender No.: _____ Tender Description: _____

Name of Bidder: _____

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

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

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

FORM F – 4 A

ANNUAL TURNOVER

Bidder must fill in this form.

Annual Turnover data for the last 3 financial years:

Year		Amount (in INR)
Year 1:	2022-23	
Year 2:	2021-22	
Year 3:	2020-21	

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

SEAL AND SIGNATURE OF THE BIDDER

FORM F – 4 B
FINANCIAL STATUS
Bidder must fill this form.

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	For the year of 2022-23
	Amount (In INR)
1. Current assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	

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

SEAL AND SIGNATURE OF BIDDER

FORM F – 5

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

To,

M/s. North East Gas Distribution Company Limited
6th Floor, Central Mall, G.S. Road, Guwahati 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

FORM F-6

CHECK LIST FOR AGREED TERMS AND CONDITIONS

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

Name of the Bidder : M/s

Signature :

Name :

Designation :

Date

Seal:

FORM F-7

DEVIATION FORM (On Bidder's letter head)

To,
M/s. North East Gas Distribution Company Limited
6th Floor, Central Mall, G.S. Road, Guwahati Assam-781005

Notes

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

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

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

(Signature of the bidder)

FORM F – 8
DECLARATION (on Bidder's letter head)

To,
M/s. North East Gas Distribution Company Limited
6th Floor, Central Mall, G.S. Road, Guwahati Assam-781005

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

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

SEAL AND SIGNATURE OF BIDDER

FORM F- 9
PROFORMA FOR LETTER OF AUTHORITY

Ref. No.

Date:

To,

M/s. North East Gas Distribution Company Limited
6th Floor, Central Mall, G.S. Road, Guwahati Assam-781005

Sub: Bidding Document for

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

1. Name & Designation _____ Signature _____

2. Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

SEAL OF THE COMPANY

FORM F-10

DETAILS OF LITIGATION (ON BIDDER'S LETTER HEAD)

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

SEAL OF THE COMPANY

FORM F - 11
(COVERING LETTER ON LETTER HEAD)

To,

Date:

Subject: Certificate regarding.....

Dear Sir,

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

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place
Date

(Signature)
Name of authorised Signatory
Membership No.

Encl.: As above

Note: Submission of this form is Mandatory for all the bidders.

FORM F- 12

FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT

CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(For supply of Goods/Works/Services)

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount
Year 1: 2022-23	
Year 2: 2021-22	
Tear 3: 2020-21	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year: 2022-23
	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:
signatory]

[Signature of Authorized

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership 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 personnel being considered as non-responsive.**

3. For the purpose of this Tender document (i) Annual Turnover shall be “Sale value/Operating Income” (ii) Working capital shall be “Current Assets less Current Liabilities” and (iii) Net Worth shall be “Paid up share capital and free reserves & Surplus”

FORM F-13

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

Ref. No.

Date:

To,
M/s. North East Gas Distribution Company Limited
6th Floor, Central Mall, G.S. Road, Guwahati Assam-781005

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

Sir,

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation form is not to be taken into account.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

**NORTH EAST GAS DISTRIBUTION COMPANY LIMITED
(A GOVT. OF ASSAM UNDERTAKING)**

Tender No: _____ Dated: ___/___/2023.

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

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

Date:

Loan / Credit No:

IFB No:

[Name of Contract]

To: [Name and address of Purchaser]

Subject: Bank Guarantee No. [insert]

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

as amended modified or supplemented, referred to as the "Contract") with NEGDCL a company duly incorporated and existing under the laws of India having its registered office at 6th Floor, Central Mall G.S. Road, Guwahati Assam-781005 (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

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

NOW THEREFORE THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

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

Supplier/Contractor in respect of the performance of the Contract or moneys payable by Supplier/Contractor to NEGDCL or any matter whatsoever related thereto.

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

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

- 6) The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by Purchaser to timely pay or perform any of its obligations under the Contract.
- 7) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that Purchaser receives the full amount due hereunder as if no such withholding had occurred.
- 8) This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Supplier/Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization, dissolution or insolvency of any member of the Supplier/Contractor or any other circumstances whatsoever.
- 9) This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by NEGDCL to secure the performance of the obligations of the Supplier/Contractor under the Contract.
- 10) The Bank agrees that NEGDCL at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Supplier/Contractor.
- 11) Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after [insert] (insert the date as per clause 16).
- 12) NEGDCL may assign this Guarantee to any person and in such case NEGDCL shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
- 13) All disputes arising under this Guarantee shall be referred to a tribunal comprising three (3) arbitrators under the (Indian) Arbitration and Conciliation Act, 1996. Each Party to the arbitration shall appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall choose the third arbitrator who will act as a

presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). The decision(s) of the Arbitral Tribunal shall be final and binding on the Parties. The venue of arbitration shall be Guwahati, Assam. This Clause 13 shall survive the termination or expiry of this Guarantee. The governing law of the arbitration shall be the substantive laws of India.

- 14) This Guarantee shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause (13) above the courts at [Guwahati] shall have jurisdiction over all matters arising out of or relating to this Guarantee.
- 15) The Bank has the power to issue this Guarantee in favour of NEGDCCL. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed Indian Rupees/ USD [insert] (insert an amount equal to Ten percent (10%) of the Contract Value).
- 16) Notwithstanding anything contained herein, this Guarantee shall be valid up to ninety (90) days beyond the expiry of defect liability period, written notice of which shall be provided to the Bank, whichever occurs later. Any claim under this Guarantee must be received by us before the expiry of the validity period of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Owner under this guarantee will cease. However, if such a claim has been received by us by the said date. All the rights of NEGDCCL under this guarantee shall be valid and shall not cease until we have satisfied that claim.
- 17) No action, event or condition which by any Applicable Law should operate to discharge the Bank from liability hereunder shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
- 18) Capitalized terms not otherwise defined herein shall have their respective meanings given such terms set forth in the Contract.

IN WITNESS WHEREOF the Bank, through its authorized officer, has set its hand and stamp on this [insert] day of [insert] 2023.

(Signature)

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

[insert]
[insert]

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

FORMAT FOR BIDDER'S PREBID QUERIES

Pre-bid queries should be in MS-Word format as per the format given below with the subject
“Pre bid queries – Tender Title and Tender Ref No”:

S. No.	Tender Clause Number	Query (if any)	Justification

SECTION – VI SCHEDULE OF RATES (SOR)

Schedule of Rates (SOR) / In Price column should be mentioned as “Quoted” must be submitted along with unpriced bid documents.