



BIDDING DOCUMENT

**FOR SUPPLY, INSTALLATION AND COMMISSIONING OF 1 NO. OF SILENT DIESEL GENERATOR
UNDER PM-DDKY scheme through CSR initiative of OIL, Duliajaan FOR THE YEAR 2026-27**

Issued by

DISTRICT COMMISSIONER OF DIMA HASO DISTRICT
HALFLONG-788819

No. E/177325/606

Dated. 30 June, 2026

GOVERNMENT OF ASSAM

DISTRICT COMMISSIONER:::DIMA HASAO:::ASSAM

Notice Inviting Tender

The District Commissioner Dima Haso: Assam invites bids from eligible bidders for supply of SILENT DIESEL GENERATOR as mentioned in the bidding document. The bidding document is available at the office of District Commissioner, Dima Hasao, Haflong and in the official website of Dima Hasao District Administration: dimahasao.assam.gov.in, and the bid should be submitted in hardcopy through physically or registered post.

Date of release of Invitation for Bids: 30/06/2026.

Availability of Bid Documents and mode of submission: The bid document is available online from 30/06/2026 to 21/07/2026 and the bid should be submitted to The District Commissioner, Dima Hasao, Haflong.

Last Date/ Time for receipt of bids: 22/07/2026 up to 3.00 P.M.

District Commissioner Dima Hasao,
Assam, Haflong: PIN-788819

**DISTRICT COMMISSIONAR
DIMA HASO ASSAM,
HALFLONG, PIN-788819**

BIDDING DOCUMENT FOR SUPPLY OF SILENT DIESEL GENERATOR UNDER

(i) DATE OF COMMENCEMENT OF THE SALE OF BIDDING DOCUMENT: The Bidding Documents can be downloaded by any prospective bidders from the District portal i e., dimahasao.assam.gov.in, free of cost.

- A. LAST DATE FOR SALE OF BIDDING DOCUMENT: 21/07/2026
 B. VALIDITY OF THE QUOTED PRICE or TENDER : 1Year (purchaser has the right to extend).
 C. LAST DATE & TIME FOR RECEIPT OF BIDS : 22/07/2026 at 3.00 pm.
 D. TIME & DATE OF OPENING OF BIDS : 22/07/2026 at 4:30 pm.
 E. PLACE OF OPENING OF BIDS : DC Conference hall, Dima Hasao, Haflong.
 F. ADDRESS FOR COMMUNICATION : Development Branch, O/o the Dist. Commissioner, Dima Hasao, Haflong.
 G. EMAIL ADDRESS OF THE PURGHASER : dc-nchills@nic.in.

Declaration by the bidder

1. My/our firm has submitted the bid for the following items (brief information)

Sl no	Name of item	Quantityfor which bid is submitted (Qtl)	Mobile no & Email of the Source supplier

2. I have read & understood the tender terms & conditions relevant to tender bid referenceno-----dtd-----and I have submitted the bid in accordance with the terms & conditions of the aforementioned notification & tender document
3. My/ourfirm/company is not blacklisted and no case specially registered against the firm related to supply order of District Commissionar Dima Haso My/Ourfirm/company is not under investigation by Police/CID for cases registered specifically against the firm/company. In our firm/company, we have no individual who is from blacklisted/investigated firm/company (as indicated in this para) as a member of the Board of Director or as a partner in any other firm/company
4. The information furnished in the bid are true and factual and I have clearly understood that our tender is liable for rejection to supply of Machinaries, if any information furnished is found to be not true and not factual at any point of time and the Department will have right to initiate action as deemed fit.

Signature & Seal of the Bidder

E-BIDDING DOCUMENT FOR THE SITC OF SILENT DIESEL GENERATOR

SECTION-I: INVITATION FOR BIDS (IFB)

1. The District Commissioner Dima Hasao invites bids from eligible bidders for supply of SILENT DIESEL GENERATOR. The bid document is available online on website dimahasao.assam.gov.in

2. Date of release of Invitation for Bids: 30/06/2026

3. **Cost of Bidding Document:** Rs 100/- (non-refundable).

1.1.1 **Availability of Bid Document and mode of submission:** The bid document is available online and bid should be submitted to the District Commissioner Office.

Submission of Hard Copy: The bidders are required to submit –

- i) The Bidder shall furnish as part of its bid, the Bid Processing Fee (non-refundable), of the amount and in favour of the Procuring Entity. The Bid Processing Fee option:
 - Demand draft/ Banker's cheque issued by Scheduled bank of India.
- ii) Original bid security for the amount and in the format provided in the bidding document and
- iii) **Hard copy of the technical bid and Financial bid** affixing a Court Fee of Rs. 8.25/- to the **District Commissioner, Assam , Halflong, PIN-788819**, either by registered post or by hand, failing which the bids shall be declared non-responsive and summarily rejected.

4. **Last Date/ Time for receipt of bids:** 22/07/2026 up to 3.00 PM.

5. If the office of the District Commissioner Dima Haso: Assam Halflong, PIN-788819 happens to be closed on the date of opening of bids as specified, the bids will be opened on the next working day.
6. The bids submitted by the bidders shall remain valid for acceptance for a period not less than 365 (one year) Days after the deadline date for bid submission.

The Price/Rate approved will remain valid for a period of one year from the date of the approval of the rate/ price by the Govt.

7. Bidders may bid for any one or more of the items mentioned in the bidding document under the Schedule of Requirement.
8. The Purchaser (District Commissioner Dima Hasao, Assam) shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

(e-signed)
District Commissioner
Dima Hasao: Assam

SECTION II: INSTRUCTIONS TO BIDDER (ITB)

1. Source of Funds

Funds under different schemes of District Commissionar Dima Hasao.

2. **Eligible Bidders:**

Manufacturer / Dealer are eligible to participate in this bidding process.

2. Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid, and the 'District Commissionar Dima Hasao, Assam ,Halflong, PIN-788819 hereinafter referred to as "the Purchaser", shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Content of Bidding Documents

a. The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids (Section-I), the sections are included in the bidding documents:

- a. Instruction to Bidders (ITB)
- b. General Conditions of Contract (GCC)
- c. Schedule of Requirements
- d. Technical Specifications
- e. Qualification criteria and Score card
- f. Bid Form and Price Schedules
- g. Contract Form
- h. Performance Security Form
- i. Authorization Form

j. Check list

b. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive as per provisions of the bidding documents may result in rejection of its bid.

4. Amendment of Bidding Documents:

- a. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids.
- b. In case a bidder has already submitted the bid before corrigendum & he/ she will be allowed to submit the updated bid again without any additional cost of the bid document or bid security. In that case his updated bid shall be taken for reevaluation.

5. Preparation of Bids

- a. **All the interested bidders are requested to read the bid document carefully before submission of their bid.**
- b. **Language of Bid:** The bid prepared by the Bidder, as well as all documents attached to bid by the bidder and all correspondences relating to the bid exchanged by the Bidder and the Purchaser shall be written in Assamese/English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Assamese/English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

(A) Technical bid:

- i) Signed statement mentioning the legal status, place of registration and principal place of business of the company or firm or partnership, complete address of the registered office and address for correspondences with Phone number/cell number/Fax number and E-mail ID,
- ii) A passport size photograph of the signatory of the bid
- iii) Cost of Bid Document,
- iv) Copy of Bid Security in accordance with the bidding document,
- v) Copy of PAN Card issued by Income Tax Authority in the name of bidder (manufacturer/ group of companies)
- vi) Declaration conforming to the required technical specification of the bidding documents.
- vii) Declaration of goods and ancillary services to be supplied by the Bidder are in conformity to the terms and conditions of the bidding documents;
- viii) Documentary evidence to establish the Bidder's financial qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction, and
- ix) All other documents as specified in the bidding document.
- x) GST registration certificate of Bidder.
- xi) Checklist.

(B) Financial Bid: The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document at **Section VII**. **The entry of rates for individual items shall be made by the bidder in the prescribed Price Schedule format only and shall be submit in a seperate envelope mentioning PRICE BID.**

1.1.2 Submission of Original Documents: The bidders are required to submit –

(i) The Bidder shall furnish as part of its bid, the Bid Processing Fee (non- refundable), of the amount and in favour of the Procuring Entity. The Bid Processing Fee option:

- Demand draft/ Banker's cheque issued by Scheduled bank of India.

(ii) Original bid security for the amount and in the format provided in the bidding document, and

(iii) **Hard copy of the technical bid and Financial bid** affixing a Court Fee of Rs. 8.25/- to the **District Commissioner, Assam , Halflong, PIN-788819**, either by registered post or by hand, failing which the bids shall be declared non- responsive and summarily rejected.

a) **Bid Form and Bid Prices:** The Bidder shall complete the Bid Form and the Price Schedule in separate envelope mentioning technical bid envelope and price bid envelope, indicating the goods to be supplied, a brief description of the goods, quantity offered and the prices. The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

The bidders are **mandatorily required** to provide the following information in the price schedule:-

- Description of Goods to be supplied,
 - Specifications of the Goods,
 - Quantity offered and physical unit,
 - Unit price,
 - Total price per line item but excluding taxes,
 - Price for other services (e.g. Insurance, storage, etc.) required for delivery of the Goods to their final destination,
 - GST
 - The total price with GST
- b) **Fixed Price:** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment or variation on any account.
- c) **Currency:** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
- 6. Documents Establishing Bidder's Qualifications:** The Bidder shall furnish, as part of its bid, documents establishing the **Bidder's qualifications in respect of financial, technical, and production /Supply capabilities to perform the Contract if its bid is accepted**. The documentary evidence submitted by the Bidder to substantiate its qualifications to perform the Contract shall be to the satisfaction of the Purchaser.

In the case of a Bidder offering to supply goods under the contract which the Bidder does not produce, the Bidder shall be duly authorized (as per authorization form given in **Section-X** by the producer) to supply the goods under the contract for which the bid is issued. Bids submitted shall include the information (Wherever applicable) the legal status, place of registration and principal place of business of the company or firm or partnership, etc.

7 BidSecurity

- a. The Bidder shall furnish, as part of its bid, a Bid Security for an amount of Rs. 10,000.00 in the form of TDR/ FDR/ DD. However, in case of SC/ST/OBC/MOBC bidders, the Bid Security may be submitted for an amount of Rs. 5,000.00 ; In such case, bidder must submit proof of their belonging to such category (SC/ST/OBC/MOBC) from the authorized authority.
- b. The bid security, in Indian Rupees, shall be in the form of **Term Deposit/Fixed Deposit from nationalized banks.**
- c. The Original copy of the Bid Security shall be submitted as mentioned in the IFB.
- d. The Bid Security must remain valid for a period of 60 days or any period of extension subsequently requested by the purchaser.
- e. Exemptions to Bid Security are allowed to certain class of bidders as follows:-

The Bidders who are currently registered under the following they are exempted to submit bid security.

- i) District Industries & Commerce Centre (DI&CC), Govt. of Assam; or
- ii) National Small Industries Procuring Entity (NSIC), New Delhi;
- iii) MSME / STARTUP recognition or
- iv) Any other entity providing such certificates as notified by State Government.

- f. Any bid not secured in accordance the above (9.a to 9.d) shall be rejected by the Purchaser as non-responsive.
- g. Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than **30** days after the expiration of the period of bid validity prescribed by the Purchaser.
- h. The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, and furnishing the performance security.
- i. The bid security may be forfeited:
 - (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder.
 - (b) In case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 26, or
 - (ii) to furnish performance security in accordance with ITB Clause 27.1

Period of Validity of Bids

Bids shall remain valid for 365 days after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. In such case, the bid security provided by the bidder shall also be extended for 45 days beyond the extended validity period of bids. A Bidder may refuse the request without forfeiting its bid security. However, a Bidder agreeing to the request will not be permitted to modify his bid.

Format and Signing of the hard copy of the technical Bid

- a. The Bidder shall prepare hard copy of the technical bid.
- b. The hard copy of the technical Bid shall be signed by the Bidder or a person or persons duly authorized to sign the Bid. The letter of authorization shall be in the letter head of the organization signed by the competent authority accompanying the bid. **All pages of the bid shall be initialed by the person** or persons signing the bid & all pages should be numbered & **index of the same should be enclosed.**

- c. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid. Using of liquid eraser (white fluid) for any correction will not be valid. Bids using white fluid may not be accepted.

Submission of Bids

- a. The Bidders shall submit the Technical and Financial Bid hardcopy to the purchaser as mentioned in the IFB.
- b. Submission of more than one quotation in respect of supplies of the same category, same specified items, and quoting different rates by same bidder shall disqualify a bidder.
- c. A passport size photograph of the signatory of the bid shall be affixed on the Bidform.

Deadline for Submission of Bids

- a. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and Bidders remain same for the extended period also.
7. **Late Bids:** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, shall be summarily rejected.

Withdrawal of Bids

- a. The Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- b. The Bidder's withdrawal notice shall be written, sealed, and must reach to the District Commissioner Dima Hasao before the deadline for submission of bids. Purchase will not be responsible for delay in transit;
- c. No bid may 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, pursuant to ITB Clause 9.

Bid Opening and Evaluation of Bids:

- a. The Purchaser will prepare minutes of the bid opening and will upload in the website dimahasao.assam.gov.in. **Clarification of Bids:** During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for clarification related to the information and documents submitted in the bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

Preliminary Examination:

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents/ Dealer, without proper authorization from the producer (as specified in the Bid document) as per prescribed format or any other acceptable to the purchaser, shall be treated as non-responsive.

- a. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. **If the supplier does not accept the correction of**

errors, its bid will be rejected and its bid security shall be forfeited.

- b. **The Purchase Committee may waive any minor non-conformity in a bid** with proper logical reasoning which shall be reflected in the minutes of the meeting. However, non-conformity relating to Bid Security, Bid Validity, Declaration , technical specification, Authorization from principal shall not be treated as **minor non-conformity in a bid**.
- c. Purchaser will determine the substantial responsiveness of each bid. A **substantially responsive bid** is one which conforms to all the terms and conditions of the bidding documents without any material deviations.
The deviations from or objections or reservations to critical provisions such as those concerning Bid Security (ITB), Bid Validity (ITB), undertaking relating to Quantity to be supplied as mentioned in the bid form, technical specification, Authorization certificate, Power of Attorney, authorization letter in the letter Head of the organization to be signed by the competent authority, Performance Security (ITB), Qualification Criteria (ITB), , and bids without signature or incomplete information in the Bid Form and Price Schedule shall be deemed to be a **material deviation**.
- d. If a bid is not substantially responsive, it will be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.

Evaluation and Comparison of Bids

- a. The Purchaser will evaluate the bid in two stages i.e. technical bid first and thereafter price bid of the technically qualified bidder, and compare the price bids of the technically qualified bidders which have been determined to be substantially responsive, pursuant to ITB Clauses in 18 for each item separately.
- b. **Preliminary screening: Bids shall be summarily rejected if the following documents are not furnished**, including the Bids submitted Late:
 - i) Cost of Bid Document
 - ii) Hard copy of the technical Bid
 - iii) Duly signed Bid form and price schedule provided in the bidding document
 - iv) Bid Security with required validity and amount not submitted as per provision of the bid.
 - v) Bid validity not conforming to the provisions in the Bidding.
 - vi) Trade license,
 - vii) Offered goods are not as per specification provided in the Bid.
 - viii) Experience of similar nature of work
 - ix) ITR of bidder for last 3 FY
 - xv. Complete business with Email, mobile no etc.
 - xvi. The mailing business address, godown address of the bidder within the state of Assam should be furnished with mobile no & E-mail
 - xvii. The GST registration no. Of bidder

*** During evaluation of the bid, the purchaser at his own discretion may ask for clarification /cross verify from the source or point of reference given by the bidder. If no response received from the source or point of reference given by the bidder, the purchaser may not accept the bid. The bid will be rejected and its bid security may be forfeited if any discrepancy/ misrepresentation of fact is detected during the cross verification.

- c. The Purchaser's evaluation of technical bids found to have qualified during **Preliminary screening** will take into account the following:

(B) Technical Evaluation of Bids:

The assessment will *inter alia* into account the Bidder's financial, technical and production/supply capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder, as well as such other

information as the Purchaser deems necessary and appropriate.

(C) Financial Evaluation of Bids:

- i) Price Bids of the technically qualified bidders shall be opened.
 - ii) The bidder must quote the price for the entire estimated quantity, lower to which the bid shall be rejected.
 - iii) In case where more than one bidder quoting the same rate for the same item/items, then bidder having the higher/highest government work experienced will get the preference over the other/others or in that order. However, if the purchaser has any reason to believe that there is collusion in such cases, then all the bids shall be rejected.
- d. The list of successful and unsuccessful bidder will be published in the website dimahasao.assam.gov.in and also in the Notice Board of District Commissioner, Dima Hasao, Haflong. **The purchaser will also publish the reason of determining non-responsiveness of the bids.**

Contacting the Purchaser

No bidder contact the Purchaser on any matter relating to its bid, from the time of the bid to opening to the time of award of Contract. If the bidder wishes to bring additional information to the notice of the purchaser, it should be done in writing.

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

Award Criteria: The Purchaser will award the Contract to the successful Bidder(s):

- A. There must be at least 1 (one) technically qualified bidder for the product to evaluate the financial bid..
- B. Technically qualified bidder who has quoted the lowest evaluated bid price for the item(s) will be the lowest responsive bidder

Purchaser's Right to Accept Any Bid and to Reject Any or All Bids: The Purchaser reserves the right to accept or reject any bid, and 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.

Notification of Award:

- a. The Purchaser will notify the successful bidder (s) in writing by registered letter or by email or fax, that its bid has been accepted.
- b. Upon the successful Bidder (s) furnishing of performance security pursuant to General Conditions of Contract (GCC) Clause 4, the Purchaser will promptly discharge its bid security to unsuccessful Bidder.
- c. If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid has not been selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
- d. **Signing of Contract:** Within 07 (seven) days of receipt of the Notification of Award, the successful bidder shall have to attend the Office of the District Commissioner Dima Haso: Assam and sign and date the Contract and return it to the Purchaser along with the Performance Security as mentioned below at Clause 26.a, or else the purchaser reserves the right cancel the Notification of award and take any other action as deemed fit and proper.
- e. a copy of the notification award shall be issued to source of suppliers

Performance Security

- a. Within 07 (Seven) days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser in the form Performance Security provided in the **Section IX** of the bidding documents, for 5% of the contract amount, valid up to 90 days after the date of completion of performance obligations or else the purchaser reserves the right to cancel the Notification of award and take any other action as deemed fit and proper. Failure of the successful bidder to furnish the performance security as per ITB clause 26.a or comply with the requirement of GCC 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for newbids.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Definitions:** In this Contract, the following terms shall be interpreted as indicated:
 - a) The "**Contract**" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - b) "**The Contract Price**" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
 - c) "**The Goods**" means all the inputs and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
 - d) "**Services**" means services ancillary to the supply of the Goods, such as transportation etc, and any other incidental services of the Supplier covered under the Contract as per this Bid document.
 - e) "**GCC**" mean the General Conditions of Contract contained in this section.
 - f) "**The Purchaser**" means the organization purchasing the Goods.
 - g) "**The Supplier**" means the individual or firm supplying the Goods and Services under this Contract.
2. **Application:** These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.
3. **Standards:** The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications

4. Performance Security

Within 07 (Seven) days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser in the form Performance Security provided in the **Section IX** of the bidding documents, for *5% of the contract amount*, valid up to 90 days after the date of completion of performance obligations. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

In the event of any correction or defects or replacement of defective material during the validity period, the Performance Guarantee for proportionate value shall be extended 90 days over and above the original period of validity of performance guarantee.

The Performance Security shall be denominated in Indian Rupees and shall be in the following form:

Term Deposit from Nationalized banks drawn in favour of District Commissioner Dima Hasao: Assam. Halflong, PIN-788819 and payable at Halflong.

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than **90** days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

In the event of any contract amendment, the Supplier shall, within **15** days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for **90** days after the completion of performance obligations.

5. Delivery and Transportation

The supplier shall inform the District Commissioner Dima Hasao about the scheduled delivery of the goods in writing at least **03** (three) days ahead to the delivery point.

The goods under contract shall have to be delivered by the supplier within maximum 45 days from the date of signing of the Contract Agreement intimation.

- 8 **Insurance: It is the responsibility of** the Supplier to obtain insurance for the transit of the

goods and hence shall include the related cost in the BidPrice.

9 **Payment:** The Supplier's request(s) for payment shall be made to the Purchaser in writing accompanied by the following documents:

- i) Three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount.
- ii) Acknowledgement of receipt of the goods as per specification from the Consignee.
- iii) Inspection certificate/ report wherever applicable.
- iv) Document establishing the source of procurement to the satisfaction of the purchaser
- v) Quality testing certificate / Laboratory test Report as specified in this document. Without quality testing certificates from the specified laboratory, no payment shall be made.
- vi) Any other document(s) required during payment as specified in this bidding document
- vii) the copy of the payment order shall be issued to the source of supply
- viii) If funds against any scheme is available the payment process will be initiated immediately on completion of supply and submission of bills and will be paid forthwith if found to be correct and proper order.

10 Delays in the Supplier's Performance:

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the provisions stipulated in the bidding document.

If at any time during performance of the Contract, the Supplier or its representative should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s).

As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without

liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract Agreement. **Notwithstanding anything contain in the bidding document, if the delay is beyond the recommended sowing time, then no extension shall be made.**

Except due to Force Majeure event, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 11, unless an extension of time is agreed upon pursuant to GCC Clause 10.2 without the application of liquidated damages.

- 11 **Liquidated Damages:** If the Supplier fails to deliver **any or all** of the Goods within the period (s) specified in the bidding document, the Purchaser, *without prejudice to the other remedies under the Contract*, shall deduct from the Contract Price, as liquidated damages, a sum equivalent to 2% of the contract price per day of delay subject to a maximum deduction 14% of the contract price. Once the maximum liquidated damage of 14% is reached, the Purchaser may terminate of the Contract as per provisions of the bidding document.

Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract **in whole or part**:

- a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract/ Work Order , or within any extension thereof granted by the Purchaser;**OR**
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

Force Majeure

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

However, any delay in supply of the goods by the supplier **beyond the sowing season**, even if due to Force Majeure conditions, shall not be acceptable to the purchaser and in such circumstances the contract shall be terminated without any liquidated damages or penalties and without any compensation to the supplier.

For purposes of this Clause, "*Force Majeure*" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, road blockade due to "*bandh*", fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 12 **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without any compensation to the Supplier.

Termination for Convenience:

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

In such event, payment for the Goods that are already supplied and accepted by the Purchaser shall be made at the Contract terms and prices.

Settlement of Disputes

The Purchaser and the supplier shall make every effort to amicably resolve any disagreement or dispute arising between them under or in connection with the Contract.

If, after ten (10) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given in writing.

Arbitration proceedings shall be conducted in accordance with the Acts and rules of procedure interpreted in accordance with the laws of the Union of India, including the Arbitration and Conciliation Act as amended till date and within the Jurisdiction of Hon'ble Guwahati High Court.

Arbitration proceedings shall be held at Guwahati, Assam, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- 13 **Taxes and Duties:** Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser

Fraud and Corruption

Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "Collusive practice" means a scheme of arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

Other Conditions:

- a) The bidder must start supply of inputs as per the date to be mentioned in the order and must complete supply within the stipulated period given in the order. If any supplier fails to supply within stipulated time, Purchaser reserves the right to cancel the order and other penalties prescribed in this bidding document..
- b) After completion of supply, supplier will have to submit delivery statements in detail.

SECTION IV: SCHEDULE OF REQUIREMENTS

Name of the item	Unit	Estimated Quantity *
SILENT DIESEL GENERATOR	Nos.	1

SECTION V: TECHNICAL SPECIFICATIONS

Name of The Machinery	Specification
SILENT DIESEL GENERATOR	15 KVA

SECTION VI: QUALIFICATION CRITERIA

A)The bidder must quote the price for entire estimated quantity.

B. General Qualification:-

Past Supplies made: If in the last three years, the bidder has supplied Firm Machineries to Government Department, Assam, the bidder is required to furnish the following information in a sheet duly signed by him.

- a) Full address of the head of the organization with designation and also the address of the head of the office/location from where purchase has been made *i.e.* the source of purchase (if location is not head-quarter). In this regard bidder required to furnish telephone number, fax and e-mail of the responsible person of the source from where purchase has been made.

Note:

The Bidder should have to submit their past work orders and completion certificate along the technical Bid. In case of any fraudulent practices detected relating to any performance certificate submitted by a bidder, the purchaser shall reject the bid as non-responsive and the Bidder will be debarred from participation in future bids under the District Commissioner.

(b) Financial Status-The Bidder shall submit the balance sheet of last financial year.

Bids shall accompany the following information:-

- (i) Copies of original documents defining the legal status, place of registration, principal place of business and location of factory/factories of the company or firm or partnership etc./ Pollution free certificate from notified authority.
- (ii) The bidder shall declare the precise location of their office and confirm with documentary evidences.
- (iii) Banker's certificate showing financial soundness.

SECTION VII: BID FORM AND PRICE SCHEDULE BID FORM

Date :
Ref. IFB No :

TO: (Name and address of
purchaser) Gentlemen and/or

Ladies:

Having examined the Bidding Documents against the IFB No.....[insert numbers], the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to supply and deliver (Description of Goods) in conformity with the said bidding documents for the sum of(Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

I/We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Bidding Document.

If our bid is accepted, we will furnish a Performance Security in a sum equivalent to 5% percent of the contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

I/We agree to abide by this bid for the specified Bid validity period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

Declaration by the Bidder:

I/We have read and understood the Tender Terms and conditions relevant to tender Bid reference No.

..... dated theday of.....(month) 2026 and I have submitted the bid in accordance with the terms and conditions of the above referred notification and tender document.

The information furnished in the bid are true and factual and I/We clearly understand that my/our tender is liable for rejection , if any information furnished is found to be not true and not factual at any point of time and the department will have right to initiate action deemed fit.

Further, I/We do hereby declare that in case after receiving the supply order I/We am/are unable or fail to supply the quantity, for which I have submitted the bid, within the time stipulated by the purchaser for whatsoever reason, the purchaser shall have the right to cancel the supply order/terminate the contract agreement, reject the Machineries to be supplied under the contract and also forfeit my/our performance security and I/We shall also be liable for other penal action as per provisions of the bidding document.

Place:

Seal and Signature of the Bidder

Date :

Affix a passport size photograph of the bidder

Dated thisday of.....2026

(signature)(in the capacity of)
(Name with Seal)

Duly authorized to sign Bid for and on behalf of the Bidder

SECTION VIII: CONTRACT FORM

THIS AGREEMENT made theday of.....,2026 Between.....(*Name of purchaser*)of(*Address*)(hereinafter called "the Purchaser") of the one part and (*Name of Supplier*)of.....(*Address*) (Hereinafter called "the Supplier") of the other part :**WHEREAS**the Purchaser is desirous that certain Goods and ancillary services viz., (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of.....(*Contract Price in Words and Figures*) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement ,viz.:
 - a) the Bid Form and the Price Schedule submitted by the Bidder;
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the General Conditions of Contract; and
 - e) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. No.	Brief description of goods & services	Quantity to be supplied	Unit Price	Total price	Delivery terms

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said

(For the Purchaser)

Signed, Sealed and Delivered by the

said

(For the Supplier)

in the presence of:.....

in the presence of:.....

SECTION IX: PERFORMANCE SECURITY FORM

i.

To: (Name of Purchaser)

WHEREAS.....(Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 2026...to supply.

.....
(Description
of
Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Demand Draft by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

Whereas I am submitting herewith a D.D./ F.D. of Rs..... D.D./ F.D.
No.....
Date Name of the bank

	Signature and Seal of bidder Date 20.... Address:.....
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SECTION-X
PRICE BID FORM

PRICE BID SUBMISSION FORM

To,

The District Commissioner Dima Hasao, Halflong

Ref:

Sir/Madam,

We, the undersigned, offer to supply the in accordance with your Bid referred above and our technical Proposal. Our proposal is valid for a period as mentioned in the condition of the Bid document, subject to the modifications resulting from contract negotiations you may subsequently carry out with us to accept our Bid. If we are assigned the work during the period of validity of the Proposals, we undertake to carry out the same as per the terms and conditions of these Bid documents. We understand you are not bound to accept any proposal you receive.

The rates and prices quoted below shall remain fixed for the duration of the Contract and shall not be subject to adjustment or variation on any account.

Sl. No.	Description of Goods	Rate including Tax/ Gst, Transportation, Insurance & installation (INR)
1	15 KVA Silent Diesel Generator	

Total Bid Amount in Words: Rupees..... (including all taxes and duties).

Yours sincerely,

Authorized Signatory [In full and initials] _____

Name of Firm: _____

Address:

(Company Seal)