



GOVT. OF ASSAM
OFFICE OF THE DABAKA MUNICIPAL BOARD
DABAKA :: DISTRICT :: HOJAI :: ASSAM- 782440
Email : dabakatc@gmail.com

No. DMB.136/2025-26/3536

Date: 05/01/2026

Notice Inviting Request for Proposal (RFP)

The Executive Officer, Dabaka Municipal Board invites bids (two bids systems Technical and Financial Bids) from reputed agencies for "Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines Of 15 FC Tied Grant - Water Body Rejuvenation for the year 2025-26", detail terms and conditions are uploaded on procurement portal website www.assamtenders.gov.in available from 05/01/2026.

Sl. No.	Name of Work	Estimated Amount (Approx)	EMD/Bid Security	Bid Processing Fee
1	Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines Of 15fc Tied Grant - Water Body Rejuvenation for the year 2025-26	Rs.3.9 CR	2% for General and 1% for OBC/ST/SC	Rs.5000.00

SCHEDULE FOR BID PROCEDURE			
Tender Publish Date	05/01/2026, 11.00hrs	Bid Opening Date	28.01.2026, 15.00hrs
Document Download / sale start date	05/01/2026, 11.00hrs	Document Download / sale end date	28.01.2026, 14.00hrs
Clarification Start Date	05/01/2026, 11.00hrs	Clarification End Date	09.01.2026, 15.00hrs
Bid Submission Start Date	05/01/2026, 11.00hrs	Bid Submission End Date	28.01.2026, 14.00hrs
Pre-Bid Meeting Date	09.01.2026, 01.00 PM at Dabaka Municipal Board		
Tender inviting Authority	Executive Officer, Doboka Municipal Board		

Note:

1. Online mode of Submission of Technical and Financial Bid is mandatory. Manual submission of Bid will not be accepted.
2. In the event of date of bid opening being a holiday, the activities will take place on

the next working day.

3. Bidders are advised to scan their papers at 100dpi (in black & white mode) in "PDF" format for multiple pages with maximum file size of 25MB. If numbers of pages exceed, the bidders are advised to create multiple files and upload the same in "Upload additional document" stage.
4. All the interested bidders are requested to read the bid document carefully before submission of their bid.

Executive Officer
Dabaka Municipal Board
Date: 05/01/2026

Memo. No. DMB.136/2025-26/3536

Copy to,

1. The Director, Municipal Administration, Assam, Dispur, Guwahat-781006i for favour of Kind Information.
2. The Mission Director, SBM(U), Dispur, Assam for favour of kind Information.
3. The District Commissioner, Hojai for favour of Kind Information.
4. The Addl. District Commissioner (Urban) , Hojai for favour of kind information.
5. The DIPRO, Hojai, for information and publication of the notice in 2 leading daily news papers of Assam for wide publicity.
6. The Chairperson / Vice- Chairperson, Dabaka MB for kind information.
7. The Financial Management Officer ,Dabaka MB for kind information and necessary action.
8. The Urban Technical Officer, Dabaka MB for kind information and necessary action.
9. Notice Board.
10. Office Copy.

Executive Officer
Dabaka Municipal Board

REQUEST FOR PROPOSAL

ONLINE TENDERING WITH SINGLE STAGE TWO-BID SYSTEM

DABAKA MUNICIPAL BOARD

REQUEST FOR PROPOSAL

Name of Work:

Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines of 15th Finance Commission (15th FC) Tied Grant – Water Body Rejuvenation for the Year 2025–26.

**NATIONAL COMPETITIVE BIDDING
(e-Procurement)**

Tender Ref. No.: DMB/136/2025-26/3536

Dated: 05/01/2026

*Issued by:
Executive Officer.
Dabaka Municipal Board.
Dabaka, Hojai, Assam. PIN-782440*

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SECTION-I

1. Notice Inviting Bids (NIB)

DABAKA MUNICIPAL BOARD

Dabaka, Hojai, Assam. PIN-782440

<Email: dabakatc@gmail.com, Website:<https://doboka.assamurban.in/>>

Request For Proposal

Tender Ref.No. DMB.136/2025-26/3536

Date: 05/01/2026

- (i) The Executive Officer of Dabaka Municipal Board, hereby invites online proposals from eligible Bidders following **two-bid system** of bidding for **Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines of 15th Finance Commission (15th FC) Tied Grant – Water Body Rejuvenation for the Year 2025–26**
- (ii) Open Competitive Bidding method shall be followed for selection of most preferred bidder for the proposal. The tender terms, conditions and procedures are in conformity with “The Assam Public Procurement Act, 2017” and “The Assam Public Procurement Rules, 2020” as amended from time to time.
- (iii) The Bidding Documents can be downloaded by any prospective bidders from the official website <https://doboka.assamurban.in/tenders> and the Procurement portal i.e., <http://assamtenders.gov.in> free of cost.
- (iv) All Bids must be accompanied by Bid Processing Fee of Rs.5000.00 (Rupees Five Thousand only) and Bid Security of the amount as specified for the item(s) bided, unless otherwise mentioned in the Bidding Documents. Exemptions to Bid Security are allowed to certain class of bidders, if mentioned in this Bidding Documents.
- (v) Bids must be submitted online at the e-Procurement portal (i.e., <http://assamtenders.gov.in>) on or before the due date for submission i.e. 28/01/2026 upto 14.00 Hrs.
- (vi) The Bidders are also required to submit the hardcopy of the Technical Bid (with original documents) in the office of the Dabaka Municipal Board within due date for submission of hardcopy of the Technical Bid i.e.,

28/01/2026. The Late Bids will be liable for rejection summarily.

(vii) The Technical Bid will be opened online on 28/01/2026 at 14.30 Hrs, and the Financial bid shall be opened online only for the technical qualified bidders.

(viii) Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
<i>Executive Officer. Dabaka Municipal Board. Dabaka, Hojai, Assam. PIN- 782440</i>	DISTRICT COMMISSIONER, HOJAI. SRIMANTA SANKARDEV NAGAR, HOJAI, ASSAM. PIN- 782442

Signature of the Authority/Official

Name:.....

Designation:.....

SECTION – II

2. Instructions to Bidders

General

2.1 Introduction

- 2.1.1 The Procuring Entity as defined in **Bid Data Sheet(BDS)**, has issued this Bidding Document for "**Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines of 15th Finance Commission (15th FC) Tied Grant – Water Body Rejuvenation for the Year 2025–26**" as specified in "**Section V - Schedule of Requirements**" in connection with the notice No. DMB/136/2025-26/ issued on 04/01/2026 inviting bids from the eligible bidders.
- 2.1.2 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 2.1.3 Before preparing and submitting the bids (Technical & Price) online at the e-Procurement portal in the prescribed manner, the bidder should read and examine all the terms and conditions, instructions, etc., contained in this Bidding Document. Failure to provide required information or to comply with the instructions incorporated in this Bidding Document may result in rejection of bid.
- 2.1.4 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Procuring Entity shall in no case be responsible or liable for any such cost, expenditure, etc., regardless of the conduct or outcome of the bidding process.

2.2 Language of Bids

- 2.2.1 Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

2.3 Code of Integrity

- 2.3.1 The Procuring Entity and all its officials or employees, whether involved in the procurement process or otherwise, or bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

- 2.3.2 Govt. of Assam prescribes to uphold the Code of Integrity, which prohibits officials or employees of a Procuring Entity or any person(s) participating in the bidding process, as bidder or otherwise, the following:

- i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- v) any financial or business transactions between the bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to the tender or execution process of contract;
- vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the

procurement process;

vii) any obstruction of any investigation or audit of a procurement process;

viii) making false declaration or providing false information for participation in

- a) tender process or to secure a contract;
- b) disclosure of Conflict of Interest;
- c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

2.3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the TIA after giving a reasonable opportunity of being heard, may take appropriate measures including –

- (i) exclusion of the bidder from the procurement process;
- (ii) calling off pre-contract negotiations and forfeiture or encashment of bid security;
- (iii) forfeiture or encashment of any other security or bond relating to procurement;
- (iv) recovery of payments made by the BIE along with interest thereon at bank rate;
- (v) cancellation of the relevant contract and recovery of compensation for loss incurred by it;
- (vi) Initiate available legal actions available under different laws in India
- (vii) debarment of the bidder from participation in any tender issued by the Procuring Entity for a period not exceeding **three years**.

2.4 Conflict of Interest

2.4.1 Conflict of Interest for a Procuring Entity or its personnel (i.e., officials or employees) and bidders is a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

2.4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in a situation of Conflict of Interest include, but are not limited to the following-

- (i) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional

functions or obligations as a procurement official.

- (ii) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- (iii) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- (iv) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends, or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity.

2.4.3 The situations in which bidders participating in a procurement process or their representatives may be in Conflict of Interest include, but are not limited to the following:

- (i) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- (ii) If they receive or have received any direct or indirect subsidy from any other bidder;
- (iii) If they have the same legal representative for purposes of the bid;
- (iv) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- (v) If they participate in more than one bid in the same bidding process;
- (vi) If they have controlling partners in common;
- (vii) If a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway.

2.4.4 In case of a holding company having more than one independently manufacturing/processing/producing unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

2.5 Bidders Eligibility

2.5.1 Bidder shall be a single business entity (not a consortium of entities) having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act in India.

2.5.2 The Bidder must fulfill the following conditions to be eligible to participate in the bidding process:

- ✓ The Bidder should be a registered contract firm/ company/ private enterprise/group of companies having relevant experience in water body cleaning / Rejuvenation or similar works.
- ✓ The bidder should possess valid contract licence/labour licence registration for GST, PAN etc.
- ✓ **The Bidders must submit a Self Undertaking on statutory Tax compliance as per Finance (Taxation) Department's Executive Order No.- eCF No. 711226/1 Dated: 19/12/2025.**
- ✓ The bidder should be a citizen of India.
- ✓ The bidder should submit annual Turnover of last three financial years along with bid Document.
- ✓ The bidder must have own at least the following machineries till the last day of submission of bid i.e. 28/01/2026 excavator, desilting machineries, JCB, Loader, Dredger, Super sucker or any other scientific cleaning machineries etc.
- ✓ The Bidder has to deposit EMD/Bid Security @2% for General and @1% for OBC/SC/ST.
- ✓ Bid processing fee Rs.5000/- (Rupees five thousand) in the form of Demand Draft / Banker's Cheque Payable at Dabaka in favour of The Executive Officer, Dabaka MB or in Cash obtaining proper money receipt must be produced.
- ✓ The validity of the RFP shall be 180 (One Hundred and Eighty) days from opening of RFP.
- ✓ Bidder's Average Annual Turnover for the last Three Financial Years (ending 31st March, 2025) has to be at least ₹2.5 Cr.

Executive Officer, Dabaka MB reserves right to reject any or all RFP without assigning reason in Absence/non fulfillment of any eligibility criteria.

In support of the above experience, following documents/details shall be submitted along with the bid:

- ✓ Work Orders, Job Completion Certificate issued by client (s) for similar Works for last 3 years counting till FY 2024-2025.
- ✓ The Bidders must submit their respective Bid after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, existing infrastructure, availability of power, water and other utilities, vehicles and equipment to be provided by the Authority, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them. A site visit shall be organized by the ULB Authority.
- ✓ Site visit documents.
- ✓ Bidder's Turnover certificate issued by Chartered Account.

All bills are subject to inspection report submitted by technical officer and fulfillment of all financial procedure under "The Assam Public Procurement Act, 2017" and "The Assam Public Procurement Rules, 2020" as amended from time to time, and other Government Rules and Procedures.

2.5.3 Bidder should not have a Conflict of Interest as prescribed and specified in **ITB Para 2.4**, which materially affects fair competition.

2.5.4 In addition, any bidder participating in the bidding process shall;

- (i) Have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority.
- (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (iii) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
- (iv) not be debarred by any Procuring Entity under the State Government, the

Central Government, Autonomous body, Authority by whatever name called under them.

2.6 Bidders Qualification

- 2.6.1 Bidders should substantially meet the qualification criteria as stipulated in the “**Section IV - Evaluation and Qualification Criteria**”.
- 2.6.2 Bidders should fill and submit the Forms provided in “**Section V- Bidding Forms**” with relevant information and supporting evidence of fulfillment of their qualification, along with the technical bid.

BIDDING DOCUMENT

2.7 Content of this Bidding Document

- 2.7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any amendment issued in accordance with **ITB Para2.10**.
- (i) Section I Notice Inviting Bids (NIB)
 - (ii) Section II Instructions to Bidders (ITB)
 - (iii) Section III Bid Data Sheet
 - (iv) Section IV Evaluation and Qualification Criteria
 - (v) Section V Schedule of Requirements
 - (vi) Section VI Bidding Forms
 - (vii) Section VII General Conditions of Contract (GCC)
 - (viii) Section VIII Contract Forms
- 2.7.2 Unless downloaded directly from the e-Procurement portal as **specified in the BDS**, the Procuring Entity shall not be responsible for the correctness of the Bidding Document, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or amendment(s) to the Bidding Documents in accordance with **ITB Para2.10**.
- 2.7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all relevant information and documents as required by the Bidding Documents.

2.8 Clarifications of Bidding Documents

- 2.8.1 A Bidder requiring any clarification of the Bidding Document shall communicate in writing to the Procuring Entity in the address as **specified in the BDS** with reference to the Bidding Document. The Procuring Entity will respond in writing to any request for clarification, provided that such

request is received within a period **specified in the BDS**.

2.8.2 The Procuring Entity shall also promptly publish brief description of the enquiry but without identifying its source and its response at the official website/e-Procurement portal as **specified in the BDS**.

2.8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, Procuring Entity shall amend the Bidding Documents following the procedure given under **ITB Para 2.10**.

2.9 Pre-Bid Meeting

2.9.1 Prospective bidders are invited to participate in the pre-bid meeting as scheduled to be held on the date, time, and manner (online or physical) as specified in the **BDS**. The prospective bidders may submit in writing their queries for clarifications or suggestion, if any, on the bidding document in advance, for the consideration of the Purchase Committee of the Procuring Entity.

2.9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they must submit their queries for clarification and suggestions in written. The Procuring Entity shall publish written response to such requests for clarifications, without identifying its source in the e-Procurement portal. In case required, amendment(s), in terms of **ITB Para 2.10** below shall be issued, which shall be binding on all prospective bidders.

2.10 Amendments to Bidding (Tender) Document

2.10.1 At any time prior to the due date for submission of bid, the Procuring Entity may amend or modify the Bidding Document by issuing amendment(s) pursuant to **ITB Para 2.8 and 2.9** or for any other reason, it deemed fit.

2.10.2 Such amendment(s) will be published at the e-Procurement portal or on the official website as **specified in the BDS** and the same shall be binding on all prospective Bidders.

2.10.3 To give reasonable time to prospective bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.

2.10.4 Any Bidder who has downloaded the Bidding Documents should check the amendment(s), if any, issued on the Procurement portal. The Procuring Entity shall not be responsible, in any manner, if any prospective Bidder miss any

amendment(s) published on the portal.

PREPARATION OF BIDS

2.11 Documents Comprising the Technical Bid

2.11.1 The bid shall be submitted online in two parts (i.e., Technical Bid & Financial bid) at the e-Procurement portal by the bidder within due date and time. The Technical Bid shall consist of following documents.

- i) **“Letter of Bid”** as per Form provided in **Section VI – Bidding Forms (Form-B1)**; The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).
- ii) **“Bidder Information Form”** provided in **Section VI: Bidding Forms**
- iii) **“Certificate on Financial Strength”** of the Bidder as per format given in **Section VI: Bidding Forms (Form-B6)**
- iv) Duly Executed **“Power of Attorney”** for the authorised Signatory of the Bid as per format given in **Section VI: Bidding Forms (Form-B7)**;
- v) **“Undertakings by the Bidder”** as per format given in **Section VI: Bidding Forms (Form-B8)**
- vi) **“Bid Processing Fee”** in accordance with **ITB Para 2.19**;
- vii) **“Bid Security”** furnished in accordance with **ITB Para 2.20**;
- viii) Bidder’s Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document.
- ix) Self-attested copy of PAN;
- x) Self-attested copy of GST Registration Certificate.
- xi) Audited Statement of Accounts for last three financial years ending on 31/03/2025
- xii) Additional documents, if any, as mentioned in BDS.
- xiii) **“Checklist of Documents”** submitted along with the Bid in the Format **(Form-B10)** as given in **Section VI: Bidding Forms**

2.12 Financial bid

- 2.12.1 The blank Financial bid in the form of BoQ should be downloaded from the portal <http://assamtenders.gov.in> and saved on Bidder's computer without changing filename otherwise financial bid will not get uploaded. The Bidder should fill in the details in the same file and upload the same back to the portal. Hardcopy of Financial bid will not be accepted. Sample Financial bid/BoQ may be seen at **Section VI: Bidding Forms (Form-B9)** for reference only.
- 2.12.2 Financial bid (BoQ) must be submitted online (soft copies) only. The BoQ (excel sheet available in e-procurement portal) is specific to the Bidder and is not interchangeable. The BoQ file shall be downloaded from the e-procurement portal and quote the prices in the respective fields before uploading it. The Financial bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. The BoQ should be submitted online in the portal i.e., <http://assamtenders.gov.in>.
- 2.12.3 Additional cost components required to determine lifecycle cost, if specified in the **BDS** shall also be submitted online (in ".pdf" format separately), in addition to the BoQ to be submitted in ".xls" format at the e-Procurement portal, as part of Financial bid. (The formats for additional costs components, wherever required, shall be furnished in **Section-VI: Bidding Forms**)
- 2.12.4 Financial bid shall be prepared in accordance with **ITB Para 2.14**; The format for Financial bid is given in **Section-VI: Bidding Forms (Form-B9)** for reference only.

2.13 Preparation and Submission of Bid

- 2.13.1 The Bidder shall prepare the Technical Bid comprising of all documents as mentioned in **ITB-11**. The bid shall be typed or written in ink with all pages serially numbered and signed by the Bidder or a person duly authorized to sign on its behalf, as mentioned in **BDS**, in token of acceptance of the Bid terms and conditions. Corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialed by the person signing the bid.
- 2.13.2 The Bidder shall submit both Technical and Financial bid online at the e-Procurement portal within due date and time for submission of Bid as mentioned in **BDS**. In addition to the online submission, the Bidder must submit only the hardcopy of the "Technical Bid" within the due date and time of submission as mentioned in **BDS** and in the manner as specified in **ITB 2.21.1**. Non-submission of hardcopy of the "Technical Bid" shall amount to cancellation of the Bid, summarily.

2.13.3 The bidding documents issued by the Procuring Entity in the e-procurement portal (i.e., <http://assamtenders.gov.in>) will appear in the “Latest Active Tender”. The Bidders/ Guest users can download the Bidding documents only after the due date & time of issue. The publication of the Bidding Document(i.e., Tender) will be for specific period till the due date for submission of bids after which the same will be removed from the list of “Latest Active Tender”.

2.13.4 **Portal Registration:** The bidder intending to participate in the bid is required to register in the e-Procurement portal using an active personal/ official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) - Class II or III to his/her unique Login ID. He/ She must submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) GST Registration Certificate (RC) (iii) InProcuring Entity Certificate (iv) manufacturing license of the concerned bidder. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the online bidding process.

2.13.5 **Logging to the Portal:** The Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

2.13.6 The bidder can download the bidding document and undertake the necessary preparatory work off-line and upload the completed bid at their convenience before due date and time for submission.

2.13.7 The bidder can upload technical bid in two files in “.pdf” format. For management of space, the bidder can serially arrange their document as per the checklist and create two equal size check “.pdf” files and upload them.

2.14 Bid Prices

2.14.1 The prices quoted by the Bidder in the Financial bid(Price Schedule) shall conform to the requirements specified below.

2.14.2 The Bidder must quote for one or more items in the price schedule of its choice, unless otherwise specified in **BDS**.

2.14.3 The price quoted by the Bidder shall be fixed (remain Firm) during the Bidder's performance of the Contract and shall not be subject to variation on

any account, **unless otherwise specified in this Bidding Document**. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.

2.15 Bid Currency

2.15.1 The bidder should submit its quote in Indian Rupees only.

2.15.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

2.16 Documents Establishing Compliance

2.16.1 The Bidder shall furnish as part of its Bid the documentary evidence that the item(s) offered by it, conforms to the required specifications, quality standard and other criteria as specified in **Section-V: Schedule of Requirements**.

2.16.2 The documentary evidence may be in the form of literature, drawings, certificate, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the item(s) offered, demonstrating substantial responsiveness of the quality standards & other requirements as per **Section-V: Schedule of Requirements**.

2.17 Documents Establishing Eligibility & Qualification of the Bidder

2.17.1 To establish their eligibility in accordance with **ITB Para 2.5**, Bidders shall complete the Letter of Bid, included in **Section-VI: Bidding Forms**

2.17.2 The documentary evidence of the Bidder's qualification to participate in the bid and own the contract, shall establish to the Bid Evaluation Committee's satisfaction that the Bidder meets each of the qualification criteria specified in **Section-IV: Qualification and Evaluation**

2.18 Period of Validity of Bids

2.18.1 Bids shall remain valid for the period **specified in the BDS** after the due date for submission of Bid. A bid valid for a shorter period shall be rejected as non-responsive

2.18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security.

2.18.3 The Bidder who agrees to the extension of the period of validity of bids so requested by

the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of the Procuring Entity will be final and binding in this regard.

2.19 Bid Processing Fee

2.19.1 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 or the Authority as specified in the BDS. The Bid Processing Fee shall be in any of the following forms at the Bidder's option:

- (a) Demand Draft / Banker's Cheque issued by Scheduled Bank in India; or
- (b) Through online payment option available at e-Procurement portal; or
- (c) Any other digital mode, as **specified in BDS**

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its bid, a Bid Security in the amount and in favour of the Procuring Entity or the Authority as **specified in BDS**.

2.20.2 Bidders belonging to Scheduled Caste (SC), Scheduled Tribes (ST), Other Backward Classes (OBC) and any other class of bidders notified by government from time to time may deposit 50% of the stipulated amount of Bid Security, but in such cases documentary proof regarding their caste issued by the competent authority must also be submitted along with the Bid.

2.20.3 The bid security shall be in any of the following forms at the Bidder's option:

- (i) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India and duly lien marked in favour of the Procuring Entity/Authority; or
- (ii) Bank Guarantee issued by a Scheduled Bank in India; or
- (iii) Online EMD through e-Procurement portal; or
- (iv) Any other digital mode as specified in BDS

2.20.4 In case, bid security is submitted in form of Bank Guarantee, it should be submitted either using the form provided in "**Section VI - Bidding Forms**". The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.

2.20.5 The Bid Security must remain valid for **forty-five (45) days** beyond the original or extended validity period of the bid.

2.20.6 Any bid not accompanied by a Bid Security as specified in ITB Para 2.20 shall be rejected as non-responsive.

2.20.8 The bid security of a bidder lying with the Procuring Entity, if any, in respect of other bids awaiting decisions shall not be adjusted towards bid security required under this Bidding Documents.

2.20.9 The bid security originally deposited by a Bidder may be taken into consideration, in case bids are re-invited, if found valid, if so, **specified in the BDS**. Such Bidders are required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.

2.20.10 The Bid Security of unsuccessful bidder shall be released within 30 working days after signing of Agreement and deposit of performance security by the successful bidder.

2.20.11 The Bid Security of successful Bidders shall be released within 30 working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to **ITB Para 2.35**. As an alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful bidder furnishes the full amount of performance security, if **provided in the BDS**.

2.20.12 In case Procuring Entity decides to cancel the procurement process, it shall return the bid security of all bidders after the decision to cancel procurement process.

2.20.13 The Bid Security of the bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.

2.20.14 The Bid Security deposited by a Bidder shall be forfeited in the following cases:

- (i) when the bidder withdraws or modifies its bid after due date for submission.
- (ii) when the bidder does not deposit the required performance security and/or sign the contract within the specified period; and
- (iii) if the bidder breaches any provisions of Code of Integrity prescribed for bidders as per **ITB Para 2.3**.

SUBMISSION AND OPENING OF BIDS

2.21 Submission of Technical Bid (Hardcopy)

2.21.1 In addition to online submission of the technical bid, the Bidders shall submit the hardcopy of the technical bid by post or by hand or drop in the box

earmarked and placed in the office of the Procuring Entity within due date and time for submission as mentioned in the **BDS**. Bids so submitted shall enclose the original documents of the technical bid in sealed envelopes duly marked as "HARDCOPY OF THE TECHNICAL BID" along with the following details duly super scribed on it:

- (i) name and complete address along with the mobile, telephone number and email address of the Bidder;
- (ii) complete postal address of the Bid Inviting Entity;
- (iii) specific identification mark / Tender Ref. No. and subject matter of procurement.
- (iv) A warning 'not to open before the time and date for bid opening' as indicated in the Bidding Documents

2.21.2 If the envelope is not sealed and marked as required, the Procuring Entity will assume no responsibility about its consequences viz. misplacement or premature opening of the bid

2.22 Extension of Due Date for Submission of Bids

2.22.1 Bids must be submitted (online and hardcopy) within due date and time for submission of bid.

2.22.2 The date of submission and opening of bids shall not be extended except when—

- (i) sufficient number of bids have not been received within the given time and the Purchase Committee of the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
- (ii) the Bidding Documents are required to be substantially modified because of discussions in pre-bid meeting or otherwise and the time for preparation of bids by the prospective bidders appear to be insufficient for which such extension is required.

2.22.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with **ITB Para 2.10**, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended.

2.22.4 If the due date for submission of bids is not a working day, the bids shall be received and opened at the same time and hour on the next working day.

2.22.5 Bidder can withdraw or resubmit an online bid any time prior to the due date and time for submission of Bid (except details of online submission of Bid Security & Processing fee). In case of online resubmission of the bid, the latest submitted bid shall be available for evaluation.

2.23 Opening of Bids

2.23.1 Technical Bids submitted by the Bidder through the e-Procurement portal shall be opened online on the due date for opening of the bids specified in the BDS. It shall be cross checked first to confirm whether all the bidders have also submitted the hardcopy of the technical bid within due date for submission. The bid of those bidders who fails to submit the hardcopy of the technical bid within the due date and time for submission of hardcopy as specified in the BDS shall be cancelled and excluded from further evaluation.

2.23.2 The Technical Bid of only those bidders who have submitted both hardcopy and online within due date and time shall be considered for evaluation by the Bid Evaluation Committee of the Procuring Entity.

EVALUATION AND COMPARISON OF BIDS

2.24 Confidentiality

2.24.1 Information relating to the evaluation of bids including finalization of the list of technically qualified bidders, price comparison and recommendation for award of contract, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is officially communicated to all Bidders.

2.24.2 Any effort by a Bidder to influence the officials of the Procuring Entity or its committee in the evaluation or contract award decisions may result in the rejection of its Bid.

2.24.3 Notwithstanding **ITB Para 2.24.2**, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the officials of the Procuring Entity on any matter related to the bidding process, it should do so in writing.

2.25 Preliminary Examination of Bids

2.25.1 The Bid Evaluation Committee duly constituted by the Procuring Entity shall conduct a preliminary scrutiny of the bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:

- (i) That the bid is prepared in the prescribed manner and contains the

documents and information as required.

- (ii) the bid is valid for the period, specified in the Bidding Documents.
- (iii) that the bid is accompanied by due Bid Security and Processing Fee.
- (iv) That the bid is unconditional, and that the bidder has agreed to give the required performance security; and
- (v) whether any other conditions specified in the Bidding Documents are fulfilled.

2.26 Clarification of Bids

2.26.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder in writing for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further.

2.26.2 Any clarification submitted by a bidder about his bid that is not in response to a request by the Committee specifically shall not be considered.

2.26.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder qualified or an unresponsive submission, responsive shall be sought, offered, or permitted under any circumstances.

2.26.4 All communication generated as above shall be included in the record of the procurement proceedings.

2.27 Immaterial Non-conformities in Bids

2.27.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive.

2.27.2 The Bid Evaluation Committee may request the bidder to submit necessary information or documents which are **historical in nature** like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid.

2.27.3 The Bid Evaluation Committee may rectify immaterial non-conformities or

omissions based on the information or documentation received from the bidder under **ITB Para 2.27.2**.

2.28 Determination of Responsiveness

2.28.1 The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;

2.28.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:

- (a) "deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

2.28.3 A "material deviation, reservation, or omission" is one that,

- (a) If accepted, shall: -
 - (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Procuring Entity or the obligation of the Bidder under the proposed contract; or
- (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids.

2.28.4 The Bid Evaluation Committee shall examine the technical aspects of the bid to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission.

2.28.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

2.28.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

2.29 Non-conformities, Errors, and Omissions

2.29.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any non-conformity in the Bid.

2.29.2 Provided that a bid is substantially responsive, the Bid Evaluation Committee may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify non-material, non-conformities or omissions in the bid related to documentation requirements. Such omissions shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

2.30 Price and Purchase Preference

2.30.1 Price or purchase preference as per the rates and proportion of quantity notified in the Procurement Preference Policy, Assam, 2015 as an amendment from time to time as notified by Govt. of Assam shall be accorded to firms located in the State of Assam as prescribed therein, or as may be notified by the State Government from time to time, subject to the production of valid registration certificate as prescribed in the said Policy.

2.30.2 The **Section IV - Qualification and Evaluation Criteria** defines the ways such price or purchase preferences shall be accorded, provided the bidder submits valid registration certificate issued by respective entities for the goods required under **Section V - Schedule of Requirements**.

2.31 Evaluation and Comparison of Bids

2.31.1 The Evaluation Committee of the Procuring Entity for Evaluation of this Bid shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

2.31.2 The Financial bid of only those bidders who are technically responsive/qualified shall be opened online for comparative evaluation on the date and time **specified in BDS**.

2.31.3 Unless otherwise specified in “**Section IV: Evaluation and Qualification Criteria**” and the **BDS**, the evaluation shall be done for each item in the price schedule (BOQ) separately (item-wise). The responsive bidder offering lowest price for a particular item shall be declared L1 (lowest) bidder for that item. In case of tie, the bidder having highest average annual turnover in last three years shall be declared as the most preferred bidder.

2.31.4 The evaluation of a bid will exclude and not consider:

- (i) IGST/SGST/CGST payable on the Goods/items quoted. GST, if payable,

shall be paid at the applicable rate.

(ii) Any other component as specified in the BDS

2.31.5 If specified in the BDS, the price evaluation shall be done on total lifecycle cost of the Goods. In such case price shall include other cost components as defined therein.

2.31.6 The list of responsive and non-responsive bidder shall be published at the e-Procurement portal i.e., <http://assamtenders.gov.in> along with the reason for non-responsiveness.

2.32 Right to Accept or Reject any or all Bids

2.32.1 The Procuring Entity reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the management of the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

AWARD OF CONTRACT

2.33 Award of Contract

2.33.1 Subject to **ITB 2.32.1**, the contract shall be award to the lowest responsive bidder for the tendered item(s) as determined in the manner specified in **ITB 2.31**.

2.33.2 Procuring Entity shall award the entire tendered quantity to L1 bidder unless otherwise mentioned in BDS.

2.33.3 In case of a tie between two or more bidders in the financial bid for a particular item (or where more than one bidder is L1 for a particular item/seed verity), then the bidder having highest average annual turnover amongst them (all L1 bidders) shall be declared as most preferred bidder.

2.34 Notification of Award

2.34.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the price of the goods that the Procuring Entity will pay the Contractor in consideration of timely supply of

contracted item(s) (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). In addition, the contracted rate quantity to be supplied by the contracted party shall also be specified. (Hereinafter and in the Conditions of Contract and Contract Forms called “the ContractQty”)

2.34.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

2.34.3 Procurement

Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with **ITB Para 2.**

34.1, requests in writing the grounds on which its bid was not selected.

2.35 Performance Security

2.35.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Procuring Entity or before signing of the Contract, the successful Bidder, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Bank Guarantee Form as given in **“Section IX: Contract Forms”**,

2.35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive, provided it agrees to lowest evaluated bid price i.e., L1 price.

2.35.3 The validity of the performance security shall be for a period of **45 (Forty-five) days** beyond the date of completion of all contractual obligations including warranty and maintenance obligations, if any.

2.36 Signing of Contract

2.36.1 Promptly after notification of Award/ issue of Letter of Acceptance, the Procuring Entity shall send the successful Bidder the draft Contract Agreement.

2.36.2 The successful Bidder shall sign, date, and return the contract to the Procuring Entity within twenty-eight (28) days of receipt of the Letter of Acceptance along with required performance security.

2.37 Period of Contract

2.37.1 The contract shall remain valid for a period as specified in BDS. The contract price shall remain firm during the period of contract except for any price

adjustments if authorized in the SCC.

2.37.2 The contract period may be extended further with mutual consent for a maximum period of 30 days.

SECTION III

3. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Para No.	Particulars
	A. General
ITB 2.1.1	Procuring Entity: DABAKA MUNICIPAL BOARD, HOJAI.
ITB 2.7.2	Bidding Documents shall be available online at e-Procurement portal i.e., http://assamtenders.gov.in
	B. Bidding Documents
ITB 2.8.1	<p>Contact details of the concerned official of Procuring Entity for the purpose of any clarification is:</p> <p>Office of the Executive Officer, Dabaka Municipal Board, Dabaka Town Ward No.4, Hojai, Assam, PIN- 782440, Contact No.- 9085843118.</p> <p>Requests for clarification should be received by the Procuring Entity before date scheduled for Pre-Bid Meeting.</p>
ITB 2.8.2	<p>Response to the queries raised by the prospective bidders shall be published in the e-Procurement portal i.e., http://assamtenders.gov.in and there shall be no individual communication. The prospective bidders are expected to visit the portal on regular interval.</p>
ITB 2.9.1	<p>Pre-Bid Meeting shall be scheduled: Yes</p> <p>Name of contactperson:Dhiren Bordoloi, AUAS</p> <p>Contact Details (Phone / Mobile /E-mail):9085843118.</p> <p>Address ofVenue:Dabaka Municipal Board, Hojai</p> <p>Time andDate: 09/01/2026 at 12:00 Hrs.</p>

ITB 2.10.2	Amendments or modifications, if any, in the bidding document shall be published at e-Procurement portal i.e., http://assamtenders.gov.in .																
	C. Preparation of Bids																
ITB 2.11.1 (xv)	The Bidder shall submit the following additional documents in its Bid: [list any additional document not already listed in ITB 2.11.1 that must be submitted with the Bid]																
ITB 2.12.3	<p>Where lifecycle cost of the Goods/Equipment shall be the basis of price comparison, then following paragraphs may be retained with required modification:</p> <p><i>The bidder shall quote for following cost components separately to determine lifecycle cost of the Goods/Equipment as part of the financial bid in addition to BoQ, and which shall be considered for price evaluation and comparison:</i></p> <ul style="list-style-type: none"> a) Cost of AMC/CMC b) Cost of Consumables/Chemicals/Reagents (to determine lifecycle cost of equipment) c) Cost of Spares d) Cost of Turnkey Elements (Civil, Electrical or PH Work required for installation and operationalization of the Equipment) <p><i>Unlike BoQ this additional information shall be uploaded in the e-Procurement portal in “.pdf” format separately as part of Financial bid. The format for this shall be given in “Section-V: Bid Forms”</i></p>																
ITB 2.13.1	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <table border="1"> <thead> <tr> <th>Constitution of the Bidder</th><th>Signatory</th><th>Documentation</th></tr> </thead> <tbody> <tr> <td>Proprietorship</td><td>Proprietor</td><td>NA</td></tr> <tr> <td>Partnership Firm</td><td>Any one of the Partner duly authorized by the partnership (Partners)</td><td>Declaration of Authorised Signatory</td></tr> <tr> <td>Company</td><td>Employee authorised as signatory vide duly executed Power of Attorney Director or Key Officials (CEO, CFO & Company Secretary) duly authorised vide Board Resolution.</td><td>Original Power of Attorney Document Certified copy Board Resolution</td></tr> <tr> <td>Society/Trust</td><td>Employee authorised as</td><td>Original Power of</td></tr> </tbody> </table>		Constitution of the Bidder	Signatory	Documentation	Proprietorship	Proprietor	NA	Partnership Firm	Any one of the Partner duly authorized by the partnership (Partners)	Declaration of Authorised Signatory	Company	Employee authorised as signatory vide duly executed Power of Attorney Director or Key Officials (CEO, CFO & Company Secretary) duly authorised vide Board Resolution.	Original Power of Attorney Document Certified copy Board Resolution	Society/Trust	Employee authorised as	Original Power of
Constitution of the Bidder	Signatory	Documentation															
Proprietorship	Proprietor	NA															
Partnership Firm	Any one of the Partner duly authorized by the partnership (Partners)	Declaration of Authorised Signatory															
Company	Employee authorised as signatory vide duly executed Power of Attorney Director or Key Officials (CEO, CFO & Company Secretary) duly authorised vide Board Resolution.	Original Power of Attorney Document Certified copy Board Resolution															
Society/Trust	Employee authorised as	Original Power of															

	<div> <div>signatory vide duly executed Power of Attorney</div> <div>Trustee/Office Bearer</div> </div> <div> <div>Attorney Document</div> <div>Certified copy EB Resolution</div> </div>
	Format for Power of Attorney document given in “Section-V: Bid Form” as Form-B9
ITB 2.13.2	<p>a) Due Date & Time for submission of online Bids (Technical & Price): 27/01/2026 at 14 Hrs.</p> <p>b) Due date & Time for submission of the Hardcopy of only the technical bid in the office of the Procuring Entity: 28/01/2026 at 12 Hrs.</p>
ITB 2.14.2	<p>Example:</p> <p>Situation-I: If there is only a single Schedule of Item(s):</p> <p>a) The bidder must bid for all the items under that Schedule, or</p> <p>b) The bidder has the choice of bidding for one or more items.</p> <p>Situation-II: If there are more than one schedule of items</p> <p>a) Bidder has the choice of bidding for one or more schedules of its choice.</p> <p>b) Bidder must bid for all the items under any Schedule it chooses to bid.</p> <p>Procuring Entity must design this clause as per the nature of goods and their usages and accordingly define the price evaluation mechanism i.e., item-wise, or schedule-wise.</p>
ITB 2.18.1	The bid validity period shall be 180 days.
ITB 2.19.1	<p>Bid Processing Fee shall be for Rs. 5000.00 (Rupees Five Thousand) only.</p> <p>Processing Fee, if paid in form of Demand Draft or Bankers Cheque, shall be in favour of the “Executive officer, Dabaka MB” payable at Dobaka issued by any scheduled bank in India.</p> <p>Deposit through digital mode is permitted.</p> <p><u>Bank Details:</u></p> <p>Bank Name: Punjab National Bank, Dobaka</p> <p>Account number: 0290050001661</p> <p>IFSC: PUNB0029020</p>

ITB 2.20.1	Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines of 15th Finance Commission (15th FC) Tied Grant – Water Body Rejuvenation for the Year 2025–26.
ITB 2.20.4 (iii)	<p>Bid Security deposit through digital mode is permitted. (2% of project cost)</p> <p><u>Bank Details:</u></p> <p>Bank Name: Punjab National Bank, Dobaka, Hojai, Assam</p> <p>Account number: 0290050001661</p> <p>IFSC: PUNB0029020</p>
ITB 2.20.9	The Bid Security originally deposited by a Bidder shall be considered. (Not applicable)
ITB 2.20.10	The Bid Security “shall be” adjusted with the amount of performance security required from him.
ITB 2.23.1	<p>Due Date & Time for opening of the Bid:</p> <p>Technical Bid: 28/01/2026 at 14:00 Hrs.</p> <p>Financial Bid: 30/01/2026 at 14:00 Hrs.</p>

SECTION IV

EVALUATION CRITERIA

a) Technical Evaluation Criteria:

The bidder who scores 70 marks shall be technically qualified. Financial Bids of technically qualified bidders shall be opened for further Evaluation:

Sl.	Parameter	Max.Marks
1	Financial Capacity of Bidder (to attach CA certificate), JV experience shall be clubbed and will be evaluated on average basis.	30
	Bidder's Average Annual Turnover for the last Three Financial Years (ending 31 st March, 2025) has to be at least ₹2.5Cr.	
	≥₹2.5 Cr. to ₹3.0Cr.	10
	>₹3.0 Cr. to ₹4.0 Cr.	20
	>₹4.0 Cr. & above.	30
2	Proof of Similar Projects Performed in any ULB/ Statutory body/ State Govt. Entities/ Cantonment board JV experience shall be clubbed and will be evaluated on average basis.	30
	Experience for working in similar project for min. one (1) project with any ULB/ State or Central Govt. or PSU entity in India, in the past 5 years.	
	Any Project / Projects worth 40% of the Proposed Project Cost	10
	Any Project / Projects worth 60% of the Proposed Project Cost.	20
	Any Project / Projects worth 80% of the Project Cost in each project	30
3	EQUIPMENTS	20
	JCB	3
	DUMPER / LOADER	2
	HYDRAULIC EXCAVATOR	5
	OTHER DREDGING EQUIPMENTS	5
	FLOATING EXCAVATOR	5
4	SURVEY	20
	Manual Survey	5
	Drone survey / Survey using any other updated modern technology	10
	Submission of Detailed Survey Report	10
Total		100

SECTION-V

5 Bidding Forms

5.1 Letter of Bid¹

FORM-B1

Letter of Bid

Date: _____ (as day, month, and year).

Tender Ref. No.:

To: [The Executive officer, Dabaka Municipal Board.](#)

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with **ITB 10** of Instructions to Bidders;
- (b) We meet the eligibility and qualification criteria as set out in this Bidding Document;
- (c) We have no Conflict of Interest in accordance with **ITB4**.
- (d) We have submitted the required bid security and bid processing fee as per **ITB 2.19 & 2.20**.
- (e) We offer to execute the work “Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines of 15th Finance Commission (15th FC) Tied Grant – Water Body Rejuvenation for the Year 2025–26.”
- (f) We have submitted both technical and financial bid for above mentioned items and our bid shall be valid for a period of 180 days beyond the bid submission deadline in accordance with the Bidding Documents (ITB 2.18.1), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the ITB 2.35 of Bidding Documents.
- (h) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 2.4.3(v);

¹ *The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder’s complete name and address.*

- (i) We are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous Body, Authority by whatever name called under them;
- (j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 2.3 of the Bidding Documents;
- (k) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel/official or any other entity that has prepared the specifications and other documents for the subject matter of procurement;
- (l) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (m) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (n) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (o) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder _____

Name of the person
duly authorized to sign the
Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

5.2 Bidder Information Form

FORM-B2

Bidder Information

[The Bidder shall fill in this Form in accordance with the instructions indicated below.

No alteration to its format shall be permitted and no substitution shall be accepted.]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Tender Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration/incorporation: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Activities Undertaken by the Bidder:
5. Bidder's Authorized Representative Information a) Name: <i>[insert Authorized Representative's name]</i> b) Address: <i>[insert Authorized Representative's Address]</i> c) Telephone/Fax numbers: <i>[insert telephone/fax numbers]</i> d) Email Address: <i>[insert Authorized Representative's email address]</i>
6. Mention Years of experience in similar line of activity.
7. List of clients in Govt/Public Sector to whom supply has been done in last three years.

8. Details of the Bank Account:

- (i) Name of the Bank:
- (ii) Type of Account
- (iii) Account Number:
- (iv) IFSC:

**Signature of the Bidder/Authorised Signatory
(Name, Address & Designation)**

5.3 Bank Guarantee Format for Bid Security

FORMAT-B3

Bank Guarantee (Bid Security)

Beneficiary:

Tender Ref. No.:

Date:

BID GUARANTEE No.:

Guarantor:

We have been informed that.....(hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for **"Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines of 15th Finance Commission (15th FC) Tied Grant – Water Body Rejuvenation for the Year 2025–26"** under Tender Ref. No

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a Bid Security.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Rs. (..... only) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant,
 - (i) has failed to execute the contract agreement, or
 - (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire:

- (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract

agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or

(b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Signed:

Name:

Designation:

Dated on _____ day of _____

Annexure-1PRE QUALIFICATION CRITERIA

Sl.	Basic Requirement	Eligibility Criteria	Documents to be Submitted
PQ1	Bid document fee	Bid document fee amounting to ₹5,000/- (Five Thousand) non-refundable and to be paid online in favor of The Executive Officer, Doboka Municipal Board, Hojai Assam	Online submission through e-procurement portal.
PQ2	EMD	Bid Security / EMD 2 %of the total estimatedAmount. (1% for tenderbelonging toST, SC, OBC)	Online submission through e-procurement portal.
PQ3	Legal Entity	The Lead Bidder should be a registered company in India under the Companies Act, 1956 / 2013 or LLP Act 1932/ Partnership firm and subsequent amendments. The lead bidder/ Sole bidder must be in existence from last 5years in India.	Copy of Certificate of Incorporation/ Registration/Partnership Deed Copy of PAN Card Copy of GST Registration
PQ4	Turnover	The bidder must have minimum average annual turnover of ₹2.5 Cr. for last three years. (FY 2022-23, 2023-24, 2024-25)	CA Certificate/ Audited Balance Sheet of last 3 Financial Years clearly stating turnover.
PQ5	Blacklisting	The Bidder (all members of the JV) must not be debarred/ blacklisted by any Government body/PSU/ any Municipal Board in India as on date of submission of the Bid.	A self-declaration letter signed by the Authorized Signatory of the Bidder as per Annexure A.
PQ 6	Project Experience	The bidder must performed similar nature of works related to with any Central Govt./ State Govt./ ULB in last 5 years from the date of submission of this bid and must have not debarred or prosecuted under any law of India.	Copy of Work order, Contract document, Agreement and the Copy of Completion Certificate. The JV experience shall be considered,

Signature**(Bidder/ AuthorisedRepresentatives)**

5.5 Financial Strength of the Bidder

FORM-B6

Certificate on Financial Strength

(On the letterhead of Chartered Accountant/Statutory Auditor)

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at pertaining to the financial year 2022-23, 2023-24 and 2024-25. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Lakhs)

Financial Information	Financial Year			Average
	2024-25	2023-24	2022-23	
	Audited	Audited	Audited	
Total Turnover				
Turnover from Similar Business²				
Net worth				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date: Signature and seal of the CA firm

Place:

UDIN:.....

Note:

- The bidder must furnish audited financial statements for the above-mentioned financial years.*
- Similar business/activity shall include*

5.6 Power of Attorney for Signing of Bid

FORM-B7

Format for Power of Attorney for Signing of Application (On a Stamp Paper of Rs 100/-)

Power of Attorney

We, [name and address of the registered office] do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [insert name of the Bid Inviting Entity]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 200__

For _____
(Signature)
(Name, Designation and Address)

Accepted
_____(Signature)
(Name, Title and Address of the Attorney)

Date: _____

Note:

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
- iii. In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.

5.7 Undertaking by the Bidder

FORM-B8

Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 100/- (Rupees hundred) duly certified by Notary)

We, M/s. (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the _____ (Date of Signing of Bidder).
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;
- (iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three* years preceding the commencement of the procurement process.
- (iv) There is no conflict of interest in submitting this Bid.
- (v) We _____ shall _____ abide _____ by the clauses/conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [insert number & date] for supply of [insert the name of the Goods/subject matter of the Tender], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives

Name of the Bidder/Authorized Representatives

5.8 Financial bid/BoQ

FORM-B9

Sl. No.	SOR WRD Item No	Description	Unit	Quantity	Rate	Amount(Rs.)
					inFigure	
1		SITECLEARANCEANDDISMANTLING				
1.1	1.01	As per requirement	Sqm.			
1.2	1.05		Sqm.			
2		EARTHWORKINEXCAVATION				
2.1	2.07.2	As per requirements	Cum			
A		SubTotal=				Rs.
B		GST As applicable on'A' =				Rs.
C		LabourCess As applicable on'A' =				Rs.
D		Contractor'sProfiton'A' =				Rs.
E		TotalCivilCost(A+B+C+D+E) =				Rs.
Say						Rs.

(Note: Description of detailed work will be as per requirements based on the survey that has to be done by the interested bidders themselves. Bidders may change the items of the BOQ as per project requirement.)

5.9 Checklist of Documents Submitted along with Technical Bid

FORM-B10

CHECKLIST

S.No	Description of the Document	Page		Remarks
		From	To	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

SECTION-VI

6.General Conditions of Contract

6.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "BIE" means Bid Inviting Entity i.e., the Entity that issues the Bidding Document inviting Bid.
- (b) "Contract" means the Contract Agreement entered between the Board and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfillment of all obligations by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" means the General Conditions of Contract.
- (h) Goods, as defined in the Assam Public Procurement Act, 2017 and related Procurement Rules, may include all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of goods of the value of services or works or both does not exceed that of the goods themselves.
- (i) "Board" means the procuring entity i.e. Dabaka Municipal Board.
- (j) "Contractor" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been

accepted by the Board and is named as such in the Contract Agreement.

(k) "The Project Site," where applicable, means "Deurijan Stream at Dabaka Municipal Town under Hojai District of Assam".

(l) "TIA" means the Tender Inviting Authority

(m) "TIE" means the Tender Inviting Entity

6.2 Contract Documents

6.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

6.3 Code of Integrity

6.3.1 The Procuring Entity and all its officers or employees, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

6.3.2 Govt. of Assam prescribes to the Procuring Entity and Bidders to uphold the Code of Integrity, which prohibits their officers or employees or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any

officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;

- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in –
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity

6.3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Board after giving a reasonable opportunity of being heard, may take appropriate measures including:

- (i) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- (ii) forfeiture or encashment of any other security or bond relating to procurement;
- (iii) recovery of payments made by the Board along with interest thereon at bank rate;
- (iv) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity/Board;
- (v) debarment of the bidder from participation in any future procurements from any of any Procuring Entity for a period not exceeding three years
- (vi) exclusion of the bidder from the procurement process;

6.4. Interpretation

6.4.1 If the context so requires it, singular means plural and vice versa.

6.4.2 Incoterms

- (i) Unless inconsistent with any provision of the Contract, the meaning of

any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

- (ii) The term DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **as specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

6.4.3 Entire Agreement

The Contract constitutes the entire agreement between the Board and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

6.4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

6.4.5 Non-waiver

- (i) Subject to GCC Sub-Clause 7.4.5(ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (ii) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

6.4.6 Severability

- (i) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

6.5 Language

- 6.5.1 Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Board, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-

certified accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- 6.5.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor.

6.6. Joint Venture or Consortium

- 6.6.1. If the Contractor is a joint venture, or consortium, all the parties shall be jointly and severally liable to the Board for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or, consortium, shall not be altered without the prior consent of the Board.

6.7. Eligibility

- 6.7.1 The Contractor must be an Indian citizen.

6.8. Notice

- 6.8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the **address specified in the SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 6.8.2 A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.

6.9. Law Governing Contract

- 6.9.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

6.10. Settlement of Dispute

- 6.10.1 The Board and the Contractor shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the Contract.
- 6.10.2 Dispute Redress Mechanism: 2-tier (Procuring Entity Level Dispute Redress Committee headed by the Managing Director or State Redress Committee).
- 6.10.3 If, the dispute is not settled through dispute settlement mechanism and if after sixty (60) days, the parties have failed to resolve their dispute or difference by such

mutual consultation, then either the Board or the Contractor may give notice to the other party of its intention to commence arbitration wherever applicable, 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. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

6.10.4 Notwithstanding any reference to arbitration herein,

- (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (ii) the Board shall not be required to pay the Contractor any monies to the Contractor in respect of the matter related to the arbitration unless otherwise agreed.

6.11. Inspection and Audit by Govt. of Assam

6.11.1 The Contractor shall keep accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

6.11.2 The Contractor shall permit, and shall cause its Subcontractors to permit, the Govt. of Assam and/or persons appointed by the Govt. of Assam to inspect the Contractor's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Govt. of Assam, if requested. The Contractor's and its Subcontractors and consultants' attention is drawn to Clause 2.3 [Code of Integrity], which provides, inter alia, that acts intended to materially impede the exercise of the Govt. of Assam's inspection and audit rights provided for under this Sub-Clause 2.11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Govt. of Assam's prevailing sanctions procedures)

6.14. Contractor's Responsibility

6.14.1 The Contractor shall execute the work in accordance with **Schedule of Requirement** and in conformity with GCC Clause 7.12 & 7.13. The Contractor shall arrange all applicable clearances from the concerned statutory authorities in relation to the supply of seed under the contract.

6.15. Contract Price

6.15.1 The contracted price at which the Contractor charge for the Goods supplied shall not vary from the prices quoted by the Contractor in its bid (remain firm), except for any price adjustments authorized in the **SCC**.

6.16. Terms of Payment

6.16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

6.16.2 The Contractor's request for payments shall be made to the Board in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to **GCC Clause 13** and upon fulfillment of all other obligations stipulated in the Contract.

6.16.3 Payments shall be made by the Board, after submission of an invoice or request for payment by the Contractor, and after the Board has accepted it subject to the liquidated damage for delayed supply as mentioned in **Para 7.23** below.

6.16.4 The payments shall be made to the Contractor under this Contract in Indian Rupees only.

6.17 Taxes & Duties

6.17.1 The Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Board.

6.18. Performance Security

6.18.1 If required as specified in the **SCC**, the Contractor shall, within **twenty-eight (28) days** of the notification of contract award or before signing the contract, whichever is earlier, provide a performance security for the performance of the Contract of the amounts specified in the **SCC**.

6.18.2 The proceeds of the Performance Security shall be payable to the Board as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

6.18.3 The Performance Security, if required, shall be denominated in Indian Rupees and shall be in one of the formats stipulated by the Board in the **SCC**.

6.18.4 The Performance Security shall be discharged by the Board and returned to the Contractor not later than forty-five (45) days following the date of Completion of the Contractor's performance obligations under the Contract, unless specified otherwise in the **SCC**.

6.20. Site Inspection & Survey.

6.20.1 The Contractor shall at its own expense and at no cost to the Board carry out all such surveys and/or inspections of the site prior to submission of bids.

6.21 Confidential Information

6.21.1 Any information derived or otherwise communicated by the Board to the Contractor in connection with the contract shall be kept / treated as secret and shall not without written consent of the Board be published or disclosed to any third party or made use of by the Contractor except for the purpose of execution of the contract.

6.21.1 The Board and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Board to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality like that imposed on the Contractor under GCC Clause 7.35.

6.21.2 The Board shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Board for any purpose other than the performance of the Contract.

6.21.3 The obligation of a party under GCC Sub-Clauses 7.21.1 and 7.21.2 above, however, shall not apply to information that:

- (i) the Board or Contractor need to share with the such institution(s) participating in the financing of the Contract;
- (ii) now or hereafter enters the public domain through no fault of that party;
- (iii) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (iv) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

6.21.4 The above provisions of GCC Clause 7.21 shall not in any way modify any

undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

6.21.5 The provisions of GCC Clause 7.21 shall survive completion or termination for whatever reason, of the Contract.

6.22 Sub-contracting

6.22.1 The Contractor shall not sublet or assign the contract or any part of it to the third party without obtaining the written consent / permission from the Board in advance.

6.23 Liquidated Damages for Delay & Non-execution.

6.23.1 The Contractor must start work as per the date mentioned in the work order and must complete the work within the stipulated period from the date of issue of work Order.

6.23.2 Except as provided under GCC clause 7.26, if the work is delayed or not executed by the Contractor beyond stipulated date, then Board shall have the right to exercise the following options:

- (a) To treat the default as breach of contract and to terminate the contract forthwith forfeiting security deposit and taking other action against the Contractor within the provisions of contract.

6.24 Limitation of Liability

6.24.1 Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Contractor to the Board, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of replacing the substandard Goods supplied, or to any obligation of the contractor to indemnify the board with respect to patent infringement.

6.25 Change in Laws & Regulations

6.25.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or

decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with **GCC Clause 7.15**.

6.26 Force Majeure

6.26.1 The Contractor 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.

6.26.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Board in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

6.26.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof. Unless otherwise directed by the Board in writing, the Contractor 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.

6.28 Termination

6.28.1 Termination for Default

(a) The Board without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:

- i) if the Contractor fails to execute the work within the period specified in the Contract, or within any extension thereof granted by the Board pursuant to GCC Clause 7.27.
- ii) if the Contractor fails to perform any other obligation under the Contract; or
- iii) if the Contractor, in the judgment of the Board has engaged in breach of Code of Integrity, as defined in GCC Clause 7.3, in competing for or in executing the Contract.

(b) In the event the Board terminates the Contract in whole or in part, pursuant to

GCC Clause 7.28.1(a), the Board may procure, upon such terms and in such manner as it deems appropriate, goods like those undelivered, and the Contractor shall be liable to the Board for any additional costs for such similar Goods procured by the Board. However, the Contractor shall continue performance of the Contract to the extent not terminated.

6.28.2 Termination for Insolvency.

The Board may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Board.

6.28.3 Termination for Convenience.

- a) The Board, by notice sent to the Contractor, 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 Board's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

6.36 Assignment

- 6.36.1 Neither the Board nor the Contractor shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

SECTION VII

7. Special Conditions of Contract³

GCC Clause	Particulars
GCC 7.1.1(h)	The work is- Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines of 15th Finance Commission (15th FC) Tied Grant – Water Body Rejuvenation for the Year 2025–26.
GCC 7.1.1 (l)	The Project Site(s): At Dabakatown ,Dabaka, Hojai, Assam.

<p>GCC 7.10.3</p>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 7.10.3 shall be as follows:</p> <ul style="list-style-type: none"> i) In case of Dispute or difference arising between the Board and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Board and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996. ii) If one of the parties fails to appoint its arbitrator in pursuance of subclause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996. iii) The venue of Arbitration shall be Guwahati and the language of the arbitration proceedings and that of all councils and communications between the parties shall be in English. iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings. iv) If a dispute under the Contractor Contract raises the same issues as those in respect of a related dispute with another contractor contract, the Board will have the option of having the arbitration proceedings joined.
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GCC 7.13.1	<p>Details of Documents to be furnished by the Contractor are:</p> <ul style="list-style-type: none"> (i) One original and two copies of the valid invoice / Bill. (ii) Acknowledgement of receipt from designated officials/ representatives of Procuring entity matching with the details of the bill. (iii) Any other documents may be specified by the Procuring entity as per the nature of the work.
GCC 7.16.1	Payment schedule against valid invoice / bill voucher shall be as per agreement.
GCC 7.18.1	(i) The Performance Security shall be for an amount of 5% of the contract value, valid up to 45 days beyond the contract period.
GCC 7.18.3	(i) The performance security shall be in the form of a bank guarantee and the named beneficiary shall be Executive Officer, Dabaka Municipal Board. The bank guarantee shall be issued by a Scheduled Bank in India and in the format provided in the Bidding Documents.
GCC 7.18.4	(i) The Performance Security will be discharged and returned to the Contractor not later than 45 days following the date of completion of the Contractor's performance obligations, under the contract.

SECTION – VIII

8. Contract Form

8.1 Agreement Form

Agreement

THIS AGREEMENT made

theday of, 2026
BETWEEN

- (1) *Dabaka Municipal Board*, an Urban Local Body under Department of Housing and Urban Affairs, Government of Assam and having its office at Ward no.4 of Dabaka Town, Hojai, Assam (hereinafter called “the Board”), of the one part, and
- (2) *[insert name of Contractor]*, a company incorporated under the laws of *[insert: country of Contractor]* and having its principal place of business at *[insert: address of Contractor]* (hereinafter called “the Contractor”), of the other part:

WHEREAS the Board invited bids for “Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines of 15th Finance Commission (15th FC) Tied Grant – Water Body Rejuvenation for the Year 2025–26” and has accepted a Bid by the Contractor for the same.

The Board and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract

- (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedule)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Board to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Board to execute the work and to remedy defects therein in conformity in all respects with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Board

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

8.2 Letter of Acceptance

Letter of Acceptance

[on letterhead of the Procuring Entity]

..... **date.**

To: *[insert name and address of the Contractor]*

Subject: **Award of Contract**

This is to notify that your Bid dated _____ *[insert date of bid submitted by the bidder]* for the execution of “Rejuvenation of Deurijan Stream at Dabaka Town Including Cleaning, Rejuvenation, and Protection Works by Stone Pitching, Retaining Walls, etc. Under Operational Guidelines of 15th Finance Commission (15th FC) Tied Grant – Water Body Rejuvenation for the Year 2025–26.” against Bid Invitation Ref. No. _____ is hereby accepted by us for the Contract Amount of Rs. *[only]*, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security in accordance with the Conditions of Contract and sign the contract within 28 days from issue of this letter. The format for Performance Bank Guarantee is given in “**Section-IX: Contract Forms**” of this Bidding Documents.

Authorized Signature:

.....

Name and Designation of Signatory:

.....

Name of Board:

.....



8.3 Bank Guarantee Format for Performance Security

Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Beneficiary: *[insert name and Address of Board]*

Date: *_ [Insert date of issue]*

PERFORMANCEGUARANTEENo.: *[Insert guarantee referencenumber]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that the _____ bid _____ submitted _____ by *[insert name of Contractor]* (hereinafter called "the Applicant") in response to the Tender *[insert reference no & date]* has been accepted by *[Insert name of the Procuring Entity]* (hereinafter called "the Beneficiary") vide *[insert letter No. & Date]* and the Applicant has to enter in to a contract with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] () [insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying _____ the demand, _____ stating _____ that _____ the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of 2....., and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note:

- a) *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*
- b) *Insert the date twenty-eight days after the expected completion dates described in GC Clause 7.18.4. The Board should note that in the event of an extension of this date for completion of the Contract, the Board would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Board might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*
- c) **All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**