



**SUPPLY & TRANSPORTATION OF MS /HSD DISPENSERS WITH 4 YEAR
CAMC FOR AGCL RETAIL OUTLETS**

**BID DOCUMENT FOR ANNUAL RATE OF CONTRACT
FOR**

**SUPPLY OF DUAL DISPENSER
(2 Year along with 4 Year CAMC)**

(OPEN DOMESTIC COMPETITIVE e-BIDDING)

BID DOCUMENT NO.

AGCL/RB/ 2023-24/MS_HSD DU/145/12

**Assam Gas Company Limited, Duliajan
Dist.: Dibrugarh
Pin- 786602 (Assam)**

To

INVITATION FOR e-BID

Assam Gas Company Ltd. (AGCL)(hereinafter called as Owner/AGCL) , is an ISO 9001 : 2008 certified, six decades old Natural Gas transmission and distribution company , wholly owned by the Govt. of Assam with its registered office at Duliajan, Dist. : Dibrugarh, Assam 786 602. The company transports Natural Gas through its integrated pipeline infrastructure to several market segments i.e. Power, Fertilizer, Petrochemicals, along with various Commercial and Domestic consumers primarily located in upper Assam.

In addition to its CGD business, Assam Gas Company Limited has received the Authorization for opening of 120 Retail Outlets for selling Petrol and Diesel in the states of Assam, Meghalaya, Manipur, Nagaland and Arunachal Pradesh in the month of December 2020 from MOP&G.

- 1.0 BRIEF SCOPE:AGCL intends to procure 120 Nos. of Dispenser Units (DUO's) on Total Cost Of Ownership Basis (TCO) for our retail outlets in Assam Meghalaya, Manipur, Arunachal Pradesh and Nagaland and pleased to invite your bids in two parts viz. Techno-Commercial Bid (Part A) and Price Bid (Part B) for supply of 120 Nos. DUO Dispenser for our retail outlets for the period of 1 years from the date of issue of Contract.

The agreement will be on rate contract basis, "RATE CONTRACT" means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e. till validity of Rate Contract, with no commitment of contractual quantity). The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.

Scope of this tender for procurement of 120 Nos. of DUOs includes:

- (a) Supply of 120 numbers of DU's as specified in the technical specification.
- (b) Supervision for installation and commissioning of above DUs
- (c) Services during warranty period (i.e. 2-yrs from the dispatch date)
- (d) Services during post warranty period for 4-years

The detailed scope shall be described in the Scope of work and SCC section of the Tender

- 2.0 Bidding will be conducted through Open Domestic Competitive Bidding basis under Single stage two bid system.

The submission and opening of bids will be through e-tendering mode at <https://www.assamtenders.gov.in>. Tender document can be downloaded from the website <https://www.assamtenders.gov.in>. One complete set of Bid Document covering AGCL's IFB for procurement of above is uploaded in e tender website, <https://www.assamtenders.gov.in> and AGCL's website. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through Assam Govt's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a.	Tender No.& Date	AGCL/RB/ 2023-24/MS_HSD DU/145/12
b.	Type of Bid	Single Stage-2(two) Bid System
c.	Tender Fee: Non-Refundable*	INR7000.00, As indicated in e-tender portal
d.	Last Date of receipt of Pre-Bid Queries	As indicated in e-tender portal
e.	Pre-bid conference	As indicated in e-tender portal
f.	Venue of Pre-Bid Conference	Assam Gas Company Limited ,6 th Floor Central Mall, GS Road Christian Basti Guwahati.
g.	Bid Closing Date & Time	As indicated in e-tender portal
h.	Bid Opening Date & Time	As indicated in e-tender portal
i.	Priced Bid Opening Date & Time	To be intimated separately to the successful bidders
j.	Bid Submission Mode	Bid should be uploaded in e-procurement portal of Govt. of Assam i.e. www.assamtenders.gov.in .
l.	Bid Opening Place	Technical bids will be opened online
m.	Bid Validity	120 days from date of Closing of bid
n.	Bid Security*	INR 7,18,980.00, As indicated in e-tender portal
o.	Performance Security	10% of total order value valid upto 3 months beyond warranty period.
p.	Delivery period	Within 30 days from the date of receipt of separate delivery order vide email.

*Vide govt. of Assam notification No. FEB. 269/2017/27 Dtd. Dispur the 21st August 2019. EMD & Tender processing fees should be paid through online by logging into Assam govt e-tender website, [https:// assamtenders.gov.in](https://assamtenders.gov.in) either through: Option1- Online payment or Option2 - NEFT/ RTGS.

In case of the days specified above happens to be a holiday in AGCL, the next working day shall be implied.

3.0 For details of the venue, bidders may contact Samarjit D Neog, DGM (RB&C), Assam Gas Company Ltd., 6th floor, Central Mall, Christian Basti, Guwahati, E-mail: Samarjit.neog@agclgas.com(9435350001); bikram.bhattacharya@agclgas.com (9957563169).

At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

AGCL shall try to provide clarifications to the queries in the pre-bid conference. AGCL will not be responsible for non-receipt or late receipt of any bidder's query in AGCL's office.

LIST OF ANNEXURES & APPENDICES APPLICABLE

ANNEXURE A	:	INSTRUCTION TO BIDDERS & GENERAL CONDITIONS OF CONTRACT (GCC)
APPENDIX A1	:	BID SUBMISSION PROFORMA
APPENDIX A2	:	PRICE BID PROFORMA
APPENDIX A3	:	EXCEPTIONS/DEVIATIONS PROFORMA
APPENDIX A4	:	BIDDERS' PAST PERFORMANCE PROFORMA
APPENDIX A5	:	AUTHORISATION FOR ATTENDING TENDER OPENING PROFORMA
APPENDIX A6	:	PROFORMA TOWARDS LETTER OF AUTHORITY
APPENDIX A7	:	PROFORMA FOR GENERAL INFORMATION OF BIDDERS
APPENDIX A8	:	PROFORMA FOR DECLARATION NON-BLACKLISTED / NON-BANNED PARTY
ANNEXURE-B	:	SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT (SCC)
APPENDIX-B1	:	TECHNICAL SPECIFICATION
ANNEXURE-C	:	BID EVALUATION & REJECTION CRITERIA
APPENDIX C1	:	FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS
APPENDIX C2	:	FORMAT FOR CERTIFICATE OF ANNUAL TURNOVER & NET WORTH
APPENDIX C3	:	CERTIFICATE OF COMPLIANCES TO FINANCIAL CRITERIA
ANNEXURE-D	:	ORDER ACCEPTANCE FORM
ANNEXURE-E	:	PERFORMANCE SECURITY PROFORMA
ANNEXURE-F	:	RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA

APPENDIX F1	:	FORMAT FOR UNDERTAKING BY BIDDERS TOWARDS COMPLIANCE OF OFFICE MEMORANDUM F. NO. 6/18/2019-PPD DATED 23RD JULY, 2020 (PUBLIC PROCUREMENT NO. 1) ISSUED BY DEPARTMENT OF EXPENDITURE, MINISTRY OF FINANCE, GOVT. OF INDIA
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4.0 Exemption from payment of Tender Fee: MSE Units (Manufacturers/ Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi& Village Industries Commission; or

Khadi& Village Industries Board or Coir Board or National Small Industries Corporation; or

Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of their monetary limit, product category and capacity mentioned in their registration, subject to submission of valid MSE registration certificate issued by appropriate authority.

For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s).

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020, Amended vide Gazette Notification No. CG-DL-E-160-62021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2022.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate; OR**
- ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission; or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or UdyogAadhar registration or registration with any other body specified by Ministry of MSME,**

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

5.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:

It is for information of all Bidders that Office Memorandum No. F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division under Department of Expenditure of Ministry of Finance will also be applicable against the tender. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-F of this tender. In this respect, the format of Undertaking to be submitted by the bidders is given vide Appendix-F1 of this tender.

6.0 OBLIGATIONS OF PROACTIVE DISCLOSURE:

6.1 Procuring authorities as well as agencies are obliged under Code of Integrity for Public Procurement (CIPP) to suo-moto proactively declare any conflicts of interest (pre-existing or as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

6.2 Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any procuring entity in any country during the last three years reckoned from the original bid closing date or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity

6.3 To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken up by the procuring authority. Similarly, voluntary reporting of previous transgressions of code of integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

7.0 The Company reserves the right to accept or reject any or all the offers without assigning any reason thereof.

8.0 All amendments, clarifications, corrigenda, addenda, time extension etc. to the tender will be hosted on the company's website and in the e-tender portal only. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

9.0 Bidder/Vendor shall obtain all necessary approvals/Consents/Clearances, licenses etc., from the appropriate authority / entity required for supply of MS/HSD Dispensers for Assam Gas Company Limited Retail Outlets. AGCL will not have any responsibility in this regard.

AGCL now looks forward to your active participation against this Tender.

Thanking you

Yours Faithfully

**DGM (RB&C)
For MANAGING DIRECTOR**

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ANNEXURE-A

Instruction to Bidders & General Conditions of Contract (GCC)

A.0 DEFINITIONS & INTERPRETATIONS:

The following words and expressions mentioned in the Tender/Purchase Order/Contract shall have the meaning hereby assigned to them, except where the PO/Contract requires otherwise by context:

A.1 Applicable Taxes: Shall mean all statutory taxes, duties, cess, fees imposed upon the ordered item(s).

A.2 Bidder: Shall mean an individual or a Firm or any other Legal Entity or combination of Legal Entities, incorporated in India or abroad who has made proposal / submitted bid with objective of concluding a contract with the Purchaser. The term Bidder includes successor and permitted assigns of the bidding entity.

A.3 Bid: Shall mean the proposal along with supporting documents submitted by the bidder for consideration by the Purchaser.

A.4 Purchaser: Shall mean Assam Gas Company Limited (AGCL), a Govt. of Assam Undertaking, having its registered office at Duliajan786602, Assam, India. The term Purchaser includes successor and permitted assigns of AGCL.

A.5 Consultant (if engaged): Shall mean the person or persons, firm or company or corporation who are the consulting engineer to the Purchaser.

A.6 Drawings: Shall mean and include engineering drawing, sketches showing plans, section and elevation in respect of purchase order together with modification and revision thereof.

A.7 Specification: Shall mean and includes all technical specifications, description, statements of technical data, performance characteristics, standards (Indian as well as International) as applicable and as specified in the purchase order.

A.8 Purchase Order: Shall mean the written order/contract document issued by the Purchaser in acceptance of the Proposal/Bid submitted by the Bidder and all attachments/documents referred to, together with all terms and conditions thereof including all subsequent amendments thereto.

A.9 Purchase Order Price: Shall mean the price payable by the Purchaser to the Successful Bidder with respect to the purchase order/contract for full and proper performance of its contractual obligations.

A.10 Seller: Shall mean the person, firm or company or corporation; with whom the purchase order / contract is entered into by the Purchaser for the supply of equipment, materials, stores and services. The term Seller includes its successor and permitted assigns.

A.11 Domestic Bidder/Supplier/Seller: Contractor, manufacturer, supplier, distributor and/or consultant of items that are delivered or manufactured or fabricated items/equipment within India only.

A.12 Foreign Bidder/Supplier/Seller: Contractor, manufacturer, supplier, distributor and/or consultant of items that are delivered or manufactured or fabricated items/equipment outside India.

General Purchase Conditions:

A.13 “Imported Material(s)” mean(s) the materials to be fabricated, manufactured or procured by the Vendor outside India for shipment to India under the Purchase Order.

A.14 “Indigenous Material(s)” mean(s) materials to be fabricated, manufactured or procured by the Vendor within India for supply under the Purchase Order.

A.15 Goods: Shall mean the articles, materials, equipment, design and drawings, data, documents and other property to be supplied by the Seller to complete the purchase order/contract.

A.16 Delivery: In case of domestic/indigenous suppliers, the delivery shall mean the date of despatch document (viz., LR/GR/RR/Airway Bill etc.) or the date of arrival of ordered items at destination as specified in the purchase order. In case of overseas/foreign suppliers, the delivery term specified in the purchase order shall be interpreted as per INCOTERM 2020.

A.17 Service: Shall mean erection, installation, testing, painting, packing, QAP/ third party inspection, packing ,loading,transportation, unloading,placing commissioning, provision of technical assistance, training and other such obligation of the Seller covered under the purchase order/contract.

A.18 Site: Shall mean the place or the premises at which the goods and / or services have to be supplied, erected and commissioned.

A.19 Completion Date: Shall mean the date on which all the contractual obligations of the Seller are fulfilled. In case of supply involving installation and commissioning, completion date shall mean the date on which the goods are successfully commissioned by the Seller and accepted by the Purchaser.

A.20 Inspector: Shall mean a representative of the purchaser / consultant or a third party appointed by the Purchaser / consultant to inspect goods, equipment, stage-wise as well as final before dispatch at the Seller’s works and on receipt at site as per terms of the purchase order.

A.21 Test: Shall mean such process to be carried out by the Seller as prescribed in the purchase order/contract or considered necessary by the Purchaser to ascertain quality, workmanship, performance and efficiency of the equipment or part thereof.

A.22 Test on Completion: Shall mean such test as mentioned in the purchase order/contract to be performed by the Seller before the equipment is taken over by the Purchaser.

A.23 Language: Shall mean the language in use for communication, instruction, drawings, notes, bids etc. and the same shall be English only.

A.24 Day: Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the respective location.

A.25 Working day: Means any day which is not declared to be holiday by the purchaser.

A.26 Metric System: The units of measurement should be in metric system.

A.27 Gross Negligence: Means an act or failure to act (whether sole, joint or concurrent) by a party that was intended to cause, or which was undertaken with reckless disregard of, or wanton indifference to, the harmful consequences such party knew or should have known such act or failure would have had on the safety or

property of another person, but shall not include any error of judgment or mistake made by such party in the exercise in good faith of any function, authority or discretion conferred on the party under this agreement.

A.28 Wilful Misconduct: Means intentional disregard of good and prudent standards of performance or proper conduct under the contract with knowledge that it is likely result in any injury to any person or persons or loss or damage of property of the Purchaser or Third Party.

A.29 Confirmation of Order:

a) On acceptance of the offer, Successful Bidder shall be communicated through e-mail on placement of Firm Order. The Bidder must communicate the acceptance of the Purchase Order within two weeks or within such time, as specified in the Purchase Order, from the date of receipt of the same. The acceptance of the Purchase Order by the Bidder shall form the concluded contract.

b) The Purchaser reserves the right to cancel the order if the Supplier does not confirm acceptance of the order (confirmation) in writing within two weeks of receipt or within such time, as specified in the Purchase Order. Refer Annexure D for order acceptance.

c) Any amendments or additions or alterations to the order shall only be effective if the Purchaser confirms such in writing. No verbal agreements amending the terms of this order are valid unless both the Purchaser and the Supplier duly confirm them in writing. However, in the event such amendment is made based on the request of the Supplier, no separate confirmation is required from the Supplier and the amendment is deemed to have confirmation from the Supplier, unless the Supplier within one week of receipt of amendment order, contested the amendment in writing.

1.0 ELIGIBILITY TO BID:

1.1 The bid should be from Original Equipment manufacturers.

1.2 However, the bids from sole selling agents / authorised distributors / authorised dealers / authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product. AGCL reserves the right to reject offers without back up authority letter from manufacturer.

1.3 SALE OF TENDER DOCUMENTS TO FIRMS WITH WHOM BUSINESS HAS BEEN BANNED / SUSPENDED: Firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered and will be returned un-opened to the concerned firm(s).

2.0 TRANSFERABILITY OF BID DOCUMENTS

2.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.

2.2 Unsolicited offers will not be considered and will be straightway rejected.

2.3 Employees of AGCL are prohibited from submitting and also from getting others to quote on their behalf.

3.0 TENDER PROCESSING FEE

3.1 In case of open tenders, prospective bidders can register themselves in e-portal after payment of requisite non-refundable tender processing fee. The bidders shall be able to create the bid online only after payment of tender processing fee.

3.2 EXEMPTION OF TENDER FEE/TENDER PROCESSING FEE: Please refer Forwarding letter against this Tender.

3.3 CANCELLATION OF TENDER - REFUND OF TENDER PROCESSING FEE: The tender PROCESSING fee shall be refunded to the concerned bidder in the event, a particular tender is cancelled. In case of e-procurement tenders, wherever tender fee is required to be refunded, refund of the same shall be made to the bank account No. /card used for making payment towards TENDER PROCESSING FEE.

4.0 COST OF BIDDING:

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

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

5.0 AMENDMENT TO BIDDING DOCUMENTS:

5.1 At any time prior to the bid closing date, AGCL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). Amendments to the NIT after its issue will be published on AGCL's website and e-tender portal only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on AGCL's website and e-tender portal. Prospective bidders are requested to visit website regularly to keep themselves updated. (Amendment).

5.2 AGCL may at its discretion if considered necessary, extend the deadline for the submission of bids.

6.0 CONTENTS OF OFFERS:

6.1.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed. Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Appendices A1 to A8 and Appendices C1 to C3. The above Appendices shall be duly filled in without any alteration to AGCL's proforma. The above Appendices along with all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the 'unpriced' bid folder.

6.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

6.1.3 The Bidders are advised in their own interest to ensure that all the points

brought out in this tender document are complied with in their bid failing which the offer is liable to be rejected.

6.1.4 The bids can only be submitted in the name of the Bidder who have been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.

6.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.

6.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

6.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions are acceptable to it in toto.

6.1.8 The bidders shall fill-in online the appropriate price schedule i.e. the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately.

6.1.9. The bidders must quote the following prices/information:

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Quantity of the quoted items.
- iii) Firm Packing and forwarding component stating the place of dispatch (if any).
- iv) Firm Freight as required in the price schedule stating road/rail freight.
- v) HSN Code for the quoted item.
- vi) GST rates.
- vii) Any other Price component as applicable to the Tender..

6.2 AGCL will place order on FOR (destination) terms. Offered rate should be kept firm through delivery/dispatch.

6.3 GOODS & SERVICES TAX (GST)

a) For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

- a. GST - means any tax imposed on the supply of goods and/or services under GST Law.
- b. Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
- c. GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

b) The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, AGCL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and AGCL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST

separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to AGCL.

- c) Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by AGCL on the Purchase Order/ Contracts will be binding on the bidder.
- d) Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to AGCL by way of lower prices/taxes and also provide details of the same as applicable. AGCL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to AGCL.
- e) AGCL shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by AGCL and used by bidders and the consideration for which is recovered by AGCL in the form of reduction in the invoice raised by bidders then AGCL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

I) When Input tax credit is available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to AGCL. AGCL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

II) When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. AGCL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

- f) Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by AGCL in the customized format shared by AGCL in order to enable AGCL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable AGCL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply

under this Contract.

- g) In case Input Tax Credit of GST is denied or demand is recovered from AGCL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify AGCL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. AGCL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
- a. In case there is a requirement to obtain registration by the bidder under the Indian laws (including but not limited to GST) for carrying out the transaction proposed under the tender/contract, bidder shall be the sole responsible person for obtaining such registration. Further, any cost associated with obtaining any such registration or complying with Indian laws (including but not limited to GST) shall be borne by the bidder solely. Any additional tax burden (including interest and penalty etc.) arising out of non-compliance of this requirement by the bidder will be to the bidder's account.
 - b. In no case AGCL shall bear any additional liability for the arrangement between bidder and its suppliers/sub-vendors for complying with 'local content'.
- h) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/ Seller's account.
- i) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, raining etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

6.4 STATUTORY VARIATION: Any statutory variation (increase/decrease) in the rate of GST/Custom Duty or any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of AGCL subject to documentary evidence. However, any increase in GST/Custom Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

6.5 THIRD PARTY INSPECTION (TPI) (When specifically called for in the tender):

6.5.1 Whenever inspection by AGCL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the AGCL's approved Third Party Inspection Agencies in their area. AGCL reserves the right to inspect the material through any of the Third Party Inspection Agencies.

6.5.2 All inclusive charges for Third Party Inspection (TPI) must be filled in on-line in the bid.

6.5.3 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third-Party Inspection charges. When a bidder mentions Third Party Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on

that bidder, Third Party Inspection charges mentioned by AGCL on the Purchase Order will be binding on the bidder.

6.6 SAMPLES (When specifically called for in the tender):

6.6.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating a) Bidder's name, address, contact Telephone No. & Email address b) Tender No. and Bid opening Date c) Product Name d) Item No. of the tender

6.6.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.

6.6.3 Bidders who have been exempted from submission of tender sample through specific communication from AGCL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.

6.7 DISCOUNT: Conditional and unsolicited discount will not be considered in evaluation. If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction / discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

6.8 VARIATION IN QUANTITY AFTER INVITATION OF TENDER: In case of supply tenders, the tender can have a provision for variation of quantity at the time of placement of order up to +/- 20%.The bids, however, shall be evaluated based on the tendered quantity to decide the inter se ranking of the bidder.

6.9 TECHNICAL LITERATURE: Relevant technical literature must be submitted along with the offer whenever called for without which the offer would be liable to be rejected.

6.10 DELIVERY: Offer should be for delivery at site as indicated, with firm delivery date. If delivery is not specifically indicated by the bidder, it will be construed that the delivery quoted is as per delivery indicated in our tender and will be binding on the bidder. The delivery will be counted from the date of receipt of the Letter of Intent(LOI)/Letter of Award(LOA)by the successful bidder.

6.11 VALIDITY OF BIDS: Validity of the bid shall be at least up to the validity mentioned in the tender document. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid as asked for in the tender document. Bids with lesser validity shall be rejected straightway.

6.11.1 FREEZING AND SUBMISSION OF OFFER BY BIDDER: After getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected. Bidder should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats, and should be free from virus. The Bidders shall update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. If there is more than one document, they can be

clubbed together. The bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

6.12 VAGUE AND INDEFINITE EXPRESSIONS: Any vague and indefinite expressions such as “Subject to prior sale”, “Prices ruling at the time of dispatch”, “Subject to availability of materials” etc. will not be considered.

6.13 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

6.14 BACKING OUT BY BIDDER AFTER ISSUE OF Letter of Award (LOA)/Letter of Intent(LOI): In case the Bidder does not accept the LOI/Purchase Order issued within validity of their offer, the Bid Security (wherever applicable) shall be forfeited and the firm shall be debarred for 2(two) years.

7.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS : Prospective bidders are advised to ensure that their bids are complete in all respects and conform to AGCL’s terms, conditions and bid evaluation criteria of the tender. Bids not complying with AGCL’s requirement may be rejected without seeking any clarification.

8.0 BID SECURITY (Applicable only in case of tenders wherever specifically mentioned):

Bidders shall submit EMD/Bid Security for the amount as indicated in Forwarding Letter in favour of Assam Gas Company Ltd. Payable at Duliajan, Assam, India, Pin-786 602.

a) Vide Govt. of Assam notification No.FEB.269/2017/27 Dtd. Dispur the 21st August 2019, EMD should be paid through online by logging into Govt. of Assam e-tendering website www.assamtenders.gov.in either online payment or NEFT/RTGS.

b) The 'Bid Security' is required to protect AGCL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture.

c) AGCL shall not be liable to pay any Bank charges, commission or interest on the amount of 'Bid Security'. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

d) Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after expiry of the 'Period of Bid Validity' prescribed by AGCL.

e) The successful Bidder's 'Bid Security' will be discharged within 30 days from the last date of supply of material and submission of PBG.

f) The 'Bid Security' may be forfeited:

If a Bidder withdraws his Bid during the 'Period of Bid Validity'

In the case of a successful Bidder, if the Bidder fails:

- To accept the "Notification of Award"
- To furnish "Contract Performance Security / Security Deposit"
- To accept 'arithmetical corrections'.

8.1 EXEMPTION OF BID SECURITY: Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security. Bidders registered with MSE units (and not their dealers/distributors) which are themselves registered with District Industry Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item(s)/services for which tender has been invited and provided they submit offer for their own products/services. However, the valid registration certificate issued by the authorities as above and indicating the category of item/services and the monetary limit for which they are registered must be submitted by the bidders along with their bids (Technical) without which the bidders will not be entitled for the exemption. Also "Startups" as defined in Gazette notification No. D.L-33004/99 dated 18/02/2016 and 23/05/2017 of Ministry of Commerce and Industry) are exempted from furnishing Bid Security, provided they are registered for the quoted items up to the monetary limit, they intend to quote and subject to their enclosing with their Bid a copy of latest and current 'Registration Certificate'.

9.0 PERFORMANCE SECURITY (Applicable only in case of tenders wherever specifically mentioned)

9.1 The successful bidder shall furnish to Company the Performance Security in the prescribed format enclosed (Annexure E) herewith within 30 days of receipt of the formal purchase order by the successful bidder failing which AGCL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

9.2 The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the Purchase Order. The amount of Performance Security in case of Procurement of Goods shall be 10 % of order value (unless specified otherwise).

9.3 The Performance Security shall be denominated in Rupees and shall be in any one of the following forms :

(a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank only will be accepted. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Frinking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller. Bank Guarantee with any condition other than those mentioned in AGCL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.

(b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Assam Gas Company Limited" and payable at Duliajan, Assam. (Note: In case of submission of Demand Draft/Cashier Cheque towards Performance Security by seller, AGCL shall encash the Demand Draft/Cashier Cheque. However, the return of Performance Security will be governed by the terms and conditions of the Bid Document / Purchase order.

9.4 The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement.

The Performance Security will be discharged by Company not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension of the Warranty period of the Purchase Order/Contract, Bank Guarantee should be extended by the Seller/Contractor by the equivalent period.

9.5 The Performance Security shall be payable to Company as compensation for any loss resulting from Supplier's/Contractor's failure to fulfill its obligations under the order/Contract.

9.6 The Performance Security will not accrue any interest during its period of validity or extended validity. AGCL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

9.7 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.

9.8 Failure of the successful Bidder to comply with the requirements of clause 9.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

9.9 In the event of Seller's/Bidder's failure to discharge their obligations under the order/Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

9.10 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.

9.11 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/dispatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/dispatch plus 3(three) months.

9.12 The supplier/contractor will extend the validity of the Performance Security, if and whenever specifically advised by AGCL, at the Bidder/Seller/contractor's cost.

9.13 If it is found that a bidder/Seller/Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.

10.0 DOCUMENTS COMPRISING THE BID:

10.1 The bid prepared by the bidder shall comprise the following components, duly completed: a) Price schedule (Refer on-line Price Schedule as applicable) b) Documentary evidence in accordance with BEC Clause 1.2 c) Bid Submission Proforma duly filled in (Refer Appendix A1) d) Exceptions/Deviations Form duly filled in (Refer Appendix A3) e) Bidder's past supplies proforma duly filled in (Refer Appendix A4) f) Authorisation letter for attending Tender Opening (Refer Appendix

A5) g) Confirmation about the Performance Security, wherever required, h) Authority Letter for signing, negotiation against this tender(Refer Appendix A6), i) General Information of bidder (Refer Appendix A7).j)Declaration non-blacklisted / non-banned party (Refer Appendix A8). k) Annual turnover and net worth and other financial requirements (Refer Appendix C2 & C3)

11.0 SUBMISSION AND OPENING OF BIDS:

11.1 The bid along with all annexures and copies of documents should be submitted in e-form only through AGCL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

1. Any other document required to be submitted in original as per tender requirement.
2. If Sample is called for in the Tender.
3. Printed catalogue and Literature if called for in the NIT.

For the above mentioned *sub-points*, the documents submitted in physical form, should duly bear the tender number and date of closing/opening prominently underlined, along with the address of Purchaser's office, as indicated in Invitation For Bids.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.

13.0 CLARIFICATIONS OF BIDS:

13.1 No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

13.2 After the opening of the bid, AGCL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought and the reply should adhere to the time limit as indicated in the communication from AGCL.

14.0 EXTENSION OF BID SUBMISSION DATE: Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, AGCL may at its discretion, extend the Bid Closing Date and/or time.

15.0 LATE BIDS: Timely submission of tenders is the responsibility of the bidder. Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

16.0 OPENING OF BIDS:

16.1 The bid will be opened on the date & time of opening as indicated in e-portal.

16.2 In case of unscheduled holiday on the closing/opening day of bid, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

17.0 COMPLIANCE WITH TENDER:

17.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, the Bidder must enclose Appendix A3 (duly filled in) with their Bid.

17.2 AGCL reserves the right to accept / reject any deviation in bidder's offer

pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.

18.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

AGCL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder (s) of the ground for AGCL's action.

19.0 INSPECTION AND TEST:

19.1 All materials to be supplied shall be subject to inspection and test by AGCL at its discretion at any stage of manufacture and before dispatch. Inspection and tests shall be carried out either by AGCL's personnel or through a third party nominated by AGCL. Successful Bidder has to arrange for the inspection through the nominated third party and obtain the necessary inspection certificates together with the declaration certificate(details in SCC).

19.2 AGCL reserves the right to inspect the material through any of the Third-Party Inspection Agencies. While appointing the Third-party inspection Agency, the bidder shall pass instruction to the appointed Third-Party Inspection Agency to comply and respond to the advice/queries made by AGCL directly with the inspection agency in connection with the inspection.

19.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third-party inspection and must submit the inspection certificate in Original together with the Declaration Certificate (as per Format mentioned in Appendix A6) to AGCL along with the dispatch/shipping documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to AGCL and inspection has been carried out as per the scope of inspection stipulated in AGCL's Purchase Order. The certificate should also specify AGCL's Purchase Order Number.

19.4 The cost of such third party inspection agencies shall be borne by the bidder.

20.0 PACKING:

20.1 Packing / tying/holding of goods/tanks must be sufficiently robust to withstand handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.

20.2 Machined steel and iron parts are to be heavily greased / varnished as prevention against rust.

20.3 In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.

20.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.

20.5 All items must have their respective identification marks painted / embossed on them.

20.6 Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.

20.7 The Successful Bidder shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the

above Para Nos. 20.1 to 20.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to AGCL within a reasonable period of time.

20.8 WEIGHT AND SIZE LIMITATION OF PACKAGES:

Category	Length (Mtrs.)	Width (Mtrs.)	Height (Mtrs.)	Capacity (MT)
Truck	5.185	1.98	1.98	9
Normal Trailer	10.98	2.44	2.44	18
Semi Low Bed Trailer	10.98	3.05	3.05	20
Low Bed Trailer	6.71	3.05	3.81	18

Above dimensional restrictions must not be violated without prior approval from the Purchaser. The finished packing should be under the limited dimensions.

No part of the tanks/packings shall be projecting out from the above dimensions and shall not be rubbing with truck/trailer body at any place/part

21.0 DISPATCH:

21.1 For orders placed on FOR Destination basis, the material will be required to dispatch through approved transporters only on Door Delivery basis. In case AGCL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

21.2 Successful suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per scheduled office timing.

22.0 INSURANCE:

22.1 The Successful Bidder has to arrange the transit insurance at their cost.

22.2 The trucks/trailers being used shall be of sound in condition, must comply with all rules and regulations, insurance, PUC, RTO registration etc.

22.3 The drivers must be having valid driving licences, fit-mentally and physically, having doctors' fitness certificates, issued by the registered medical practitioner, yearly.

23.0 PAYMENT TERMS:

23.1 Payment terms where installation / commissioning and Training are not involved: Payment will generally be made against completed supply. Where phased delivery is indicated in the order, payment will be made against each lot as per phasing. All statutory deductions as per Govt. of India shall apply.

23.2 Payment against Trial Orders: In the event of placement of trial orders, payment will be made only on acceptance of goods after successful field trial of the materials.

23.3 Payment to third party: Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by AGCL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as nonresponsive and such offers will be rejected.

24.0 BANKING CHARGES: All banking charges will be to the bidder's account.

25.0 CONFIDENTIAL INFORMATION:

25.1 The Bidder / Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by AGCL and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of AGCL where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Bidder's/Seller's possession.

26.0 PATENT AND OTHER RIGHTS:

26.1 The Bidder/Seller shall fully indemnify AGCL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.

26.2 In the event of any claim or demand being made or action brought against AGCL in respect of any of the aforesaid matters, AGCL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of AGCL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/ arbitration involved or which may arise therefrom.

27.0 INDEMNITY AND INSURANCE:

27.1 The Bidder/Seller shall defend or hold AGCL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.

27.2 The Bidder/Seller shall also defend and hold AGCL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation, of any plant hereunder.

28.0 ASSIGNMENT:

28.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from AGCL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

29.0 WARRANTY / GUARANTEE:

29.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Bidder for a period mentioned hereunder against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by AGCL to the Bidder shall be replaced immediately by the Bidder on F.O.R destination basis including payment of all taxes and duties at Bidder's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

29.2 NATURE OF ITEMS- PERIOD OF WARRANTY / GUARANTEE:

For consumables like Cement, Chemicals, Tubulars etc-12 months from the date of despatch/shipment.

For Capital Items- 18 months from the date of dispatch/shipment or 12 months from the date of successful commissioning, whichever is earlier.

For other items- 18 months from the date of dispatch/shipment or 12 months from the date of receipt at destination, whichever is earlier

30.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES:

30.1 Time will be of the essence of the contract.

30.2 In the event of the Successful Bidder's default in maintaining the agreed delivery schedule set out in the order, AGCL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Bidder and make alternative arrangement at the discretion of AGCL in which case extra expenditure involved, will be recoverable from the Bidder and AGCL shall not be responsible towards such cancellation or any damage that may be incurred by the Bidder. The decision of AGCL shall be final and binding on the Bidder.

30.3 Alternatively, AGCL reserve the right to accept the materials beyond the delivery period, However the Bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5%. Should there be default on the part of the Bidder for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, AGCL shall have the right, in addition to the provisions under Clause 30.2 to invoke the Performance Security without causing any notice to the Bidder to this effect. The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.

30.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at Duliajan / AGCL Retail out locations as mentioned in the Purchase order inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

31.0 FORCE MAJEURE:

31.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by e-mail(official)/telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

31.2 The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 32.1 and which renders performance of the contract by the said party completely impossible.

32.0 DEFAULT:

32.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, AGCL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as AGCL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, AGCL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event AGCL shall have the right to terminate the Contract.

33.0 TERMINATION:

33.1 Termination on expiry of the contract/order: This Agreement/ Order/ Contract shall be deemed to have been automatically terminated on the expiry of the contract/delivery period unless AGCL has exercised its option to extend this contract/order in accordance with the provisions, if any, of this contract/order.

33.2 Termination of contract for death: If the CONTRACTOR/SUPPLIER is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR/SUPPLIER is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract/Order, the COMPANY is entitled to cancel the Contract/Order for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR/SUPPLIER and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

33.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Para 32.0.

33.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith. However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

33.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday for a period of 2 years.

33.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

33.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

33.8 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 33.1 to 33.7 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

33.9 Consequence of Termination: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials. Demobilization charges shall not be payable by COMPANY in case of Article from 33.4 to 33.8.

34.0 APPLICABLE LAW: The contract/ order arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

35.0 ARBITRATION:

35.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Duliajan unless otherwise agreed by AGCL.

35.2 In case of dispute with the Bidder who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

36.0 BID REJECTION CRITERIA: The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

36.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non responsive and rejected.

36.2 Offers with inadequate validity will be rejected.

36.3 Bids received after bid closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.

36.4 Offers received from unsolicited parties shall not be considered and rejected.

36.5 The authenticity of the digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

36.6 Any offer containing incorrect statement will be rejected.

36.7 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.

36.8 Bids not submitted in compliance with Para 6.9 above regarding submission of samples (whenever applicable) will be rejected.

36.9 To ascertain the substantial responsiveness of the bid, clarification in respect of clauses covered under BRC can be asked from the bidder and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the bid will be summarily rejected.

36.10 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be liable for rejection:

- i. Guarantee of Material clause
- ii. Force Majeure Clause
- iii. Arbitration Clause
- iv. Acceptance of Jurisdiction and Applicable Law clause
- v. Liquidated damage and penalty clause
- vi. Delivery Period clause

37.0 BID EVALUATION CRITERIA:

37.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.

37.2 Each item shall be normally evaluated independently unless otherwise stated.

37.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.

37.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

37.5 Preference to Public Sector Undertaking and MSE etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.

37.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.

37.7 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in AGCL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in AGCL.

38.0 PURCHASE PREFERENCE: AGCL reserves the right to allow purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly. Vide Memo No MI.64/2020/57-A dtd. Dispur 29/01/2022

39.0 COMPARISON OF OFFERS:

39.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid.

39.2 In case of any conflict between the Rejection/Evaluation criteria stipulated in this Section with that given in the Invitation for Bid against specific Tender, those mentioned in the Invitation for Bid against specific Tender will prevail.

40.0 General Health, Safety & Environment (HSE) Guidelines: (Applicable in case of the Purchase Orders involving Fabrication, Installation and Commissioning at Purchaser's site)

40.1 It will be solely the Bidder's responsibility to fulfill and to comply all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.)

40.2 It will be entirely the responsibility of the Supplier/ his supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in AGCL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/ Safety Officer/ Engineer/ Official/ Supervisor/ Junior Engineer for safe operation.

40.3 Any compensation arising out of the job carried out by the Bidder whether related to pollution, Safety or Health will be paid by the Bidder only.

40.4 Any compensation arising due to accident of the Bidder's personnel while carrying out the job, will be payable by the Bidder.

40.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Purchaser shall have the right to direct the Bidder to cease work until the non-compliance is corrected.

41. DISPOSAL OF REJECTED MATERIALS AT PURCHASER'S SITE: In case any material is rejected by the Purchaser after receipt at site, the Bidder shall be informed about the same including the reasons for rejection. Bidder shall also be advised about the location where the rejected materials are lying at risk and cost of the Bidder. The Bidder shall also be advised to remove or dispose of the materials within four (4) weeks from the date of notice, failing which the Purchaser will be entitled to dispose-off the materials at risk and cost of the Bidder.

42.0 ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, Seller, supplier, vendor, service provider will be dealt as indicated in this Tender. Moreover, AGCL reserves the right to take legal or any other action on the basis of merit of the case.

43.0 WAIVERS: It is fully understood and agreed that none of the terms and conditions of this agreement shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

44.0 SEVERABILITY: Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

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APPENDIX A1

BID SUBMISSION PROFORMA

Assam Gas Company Limited,
Duliajan

Subject: Tender No -----

Dear Sirs,

I / We have understood and compiled with the "Instructions to Bidders" and "Bid evaluation / Rejection Criteria" and the "General Terms and Conditions" for supply and have thoroughly examined and compiled with the specifications, drawings and / or pattern stipulated hereto and / are fully aware of the nature of the material required and my / our offer is to supply materials strictly in accordance with the requirements.

We confirm that this Bid is valid for a period of ----- days from the Due Date of Bid Submission, and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Guarantee / Security Deposit" as mentioned in Tender Document for the due performance within "Thirty [30] days"

of such Award. Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award"/ "Fax of Acceptance" shall constitute a binding Agreement between us.

Yours faithfully,
 (SIGNATURE OF BIDDER)
 ADDRESS:
 DATED:
 TELEPHONE NO:
 FAX NO:
 EMAIL ADDRESS:

Note: This form should be returned along with offer.

APPENDIX A2

Price Schedule Proforma

Sl.No	Item Description	Qty	Units	BASIC RATE In Figures in INR (Rate / Unit)	Applicable GST in % on Basic Price	Inland Transportat ion Charges, Handling & Unloading Charges etc in INR (Rate/Unit)	GST on Inland transportat ion & Other charges in %	CAMC - 1: CAMC charges for first 4 years period calculated as % of Basic Price Rate / Annum (in %)	Applicabl e GST on CAMC charges in %	Supervision for Installation and Commission ing	Applicabl e GST on Supervision and Commissioni ng charges in %
Island oriented Pre set DUO pump with Electronic Register Assembly with independent display for each nozzle per side, displaying sale amount, quantity, density and rate along with inbuilt side / front mounted Thermal Printer one for each side. DUO											
1	2Px2Hx4D DUTY - STD: STD – PRESSURE	50	NOS								
2	2Px2Hx4D DUTY - HEAVY: HEAVY – PRESSURE	20	NOS								
3	2Px2Hx4D DUTY - STD: HEAVY–PRESSURE	50	NOS								

(Prices are to be quoted in the online format only- In the above Proforma the bidder shall enter "QUOTED" in place of rates and the % percentages as applicable on all tax columns)

- Evaluation of the offers shall be made as per quantities indicated in the BOQ/SOR however; there may be variation of quantities with no change in terms and conditions.

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APPENDIX A3

PROFORMA EXCEPTION / DEVIATION

AGCL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remark

Signature of the Bidder

Name:

Seal of the company

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APPENDIX A4

PROFORMA IF BIDDER'S PAST SUPPLIES

SL.NO	ADDRESS OF CLIENT, NAME	ORDER NO. & DATE	DESCRIPTION DETAILS (include tank sizes)	TOTAL QUANTITY SUPPLIED SUCCESSFULLY	Value of Purchase Order	Invoice Copies details – Invoice number date and amount.

NOTE:- CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS PROFORMA

Signature of the Bidder: _____

Name _____

Seal of the Company

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APPENDIX A5

PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

To,
Assam Gas Company Ltd.
Duliajan-786602
Subject: Tender No.----- due on-----
for _____

Dear Sir,

Mr _____ has been authorised to be present at the time of opening of above tender on my/our behalf.

Yours faithfully
Signature of Bidder
Name:

Designation:

For & on behalf of:

Copy to: Mr----- for information and for production before the bid opening authority at the time of opening of bids.

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APPENDIX -A6

PROFORMA TOWARDS LETTER OF AUTHORITY

To
Assam Gas Company Limited

P.O. Duliajan-786602, Assam, India

Sub: IFB No. -----

Dear Sir,

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid, negotiate and
conclude the agreement on our behalf with you against IFB No. -----for
any commercial/ Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

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APPENDIX -A7

Proforma for General information of bidders

[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD

Please go through the following points before filling up the format:

- a) Please mention SSI or NSIC or PSU or DGS & D if you are a SSI or NSIC or PSU or DGS & D unit.
- c) In the event PAN not allotted to you please enclose copy of application made by you for PAN allotment.

- d) For GST wherever applicable, provide the registration Number.
- e) Please mention Company or non-Company in the field Corporate / Non-Corporate.
- f) Please mention not applicable in case any of the data is not applicable.
- g) Please put your signature, seal of your company at the bottom.

The form should be filled up in the given format only.

Sl. No.	Required data	Your data to be filled up in this column
1.	NAME	
2.	ADDRESS	
3.	DISTRICT	
4.	POSTAL CODE	
5.	CITY	
6.	COUNTRY	
7.	TELEPHONE NUMBER	
8.	FAX NUMBER	
9.	MOBILE NUMBER	
10.	E-MAIL	
11.	WEB SITE	
12.	CONTACT PERSON	
13.	TELEPHONE NUMBER OF CONTACT PERSON	
14.	Whether SSI/NSIC/PSU/DGS & D UNIT	
15.	CORPORATE/NON-CORPORATE	
16.	TAX EXEMPTION CERTIFICATE NO.	
17.	EXEMPTION FROM (Date)	
18.	EXEMPTION TO (Date)	
19.	CST REGISTRATION NO.	
20.	ECC NO. (Excise Control Code)	
21.	PAN	
22.	GST	
23.	PF CODE	
24.	BANK A/C NUMBER	
25.	BANK A/C TYPE (S/B, CC etc.)	
26.	BANK NAME	
27.	BANK BRANCH	
28.	BANK IFSC CODE	
29.	BANK ADDRESS	
30.	BANK CITY	

Authorised Person's Signature: _____

Name: _____
Designation: _____

Seal of the Bidder:

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APPENDIX -A8

DECLARATION NON-BLACKLISTED / NON-BANNED PARTY

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

Further, it is our sole responsibility to ensure that any changes occurring in the above declaration during the processing of the tender are brought to the notice of Employer.

2.0 We also confirm that Neither we nor our allied agency/(ies) have been put on holiday/ banned by Assam Gas Company Limited / Ministry of Petroleum and Natural Gas or Project Management Consultant (PMC) of Assam Gas Company Limited or banned by any Government Department/ Public Sector undertaking on due date of submission of bid..

SEAL, SIGNATURE & NAME OF THE TENDERER

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ANNEXURE-B

TECHNICAL SPECIFICATION /BRIEF SCOPE OF WORK

TECHNICAL SPECIFICATION FOR MS/HSD DISPENSER		
SN	SPECIFICATIONS	REQUIREMENTS DESCRIPTION
1	Basic Model	Preferably Rectangular shape high hose with canopy & thermal printer Suitable for Unleaded Petrol (plain or mixed with ethanol) & High Speed Diesel. Overall Height to be between 2100 mm
		Suitable for Unleaded Petrol and High Speed Diesel (plain or mixed upto 20% ethanol or methanol mixed petrol & Bio diesel blending) Dispensers — Pressure type (Duo)
		In case of dispensers, Scope shall be complete as defined in the various parts of this technical document till the shear valve.

2	Configuration	Island oriented Pre set DUO pump with Electronic Register Assembly with independent display for each nozzle per side, displaying sale amount, quantity, density and rate, along with inbuilt side / front mounted Thermal Printer -Dual Printer on side panels above nozzle - 2 per dispenser. Preset key pad for both product nd amount.
		224 SDS Pressure (Island Oriented) (2Px2Hx4D DUTY - STD: STD — PRESSURE)
		224 HD Pressure (Island Oriented) (2Px2Hx4D DUTY - HEAVY: HEAVY — PRESSURE)
		224 SD Pressure (Island Oriented) - (2Px2Hx4D DUTY - STD: HEAVY— PRESSURE)
3	Type	Standard & Heavy Duty Island/Lane oriented pumps capable of handling two different products (MS & HSD) with Electronic Register Assembly, with Display for Quantity, Rate, Sale Amount, Density & Preset for quantity/value for both units. Density display shall be available long with inbuilt side mounted Thermal Printer one for each side.
4	Standard & Heavy Duty — Dual	
		Inlet Connection shall be 40 mm and to be supplied with Shear valves. Shear valve installation guide should be part of DU packing list.
		Supply of Submersible turbine pumps (STP) are NOT in Vendor's Scope however, it includes share valve assembly, fixing arrangement and suitable approved flexible pipe for connection .
5	Diameter of Inlet Pipeline	50 MM
6	Pressure rating with By-pass valve in closed and open condition	All flange joints, pipe fittings and other fuel handling components shall resist leakage at pressure up to 3.45 bar. Vendor to provide the testing facility for this during the TPI inspection.
7	Rate of Delivery	Std Duty – 30 - 40 LPM Heavy Duty – 60- 80 LPM

8	These discharges are to be achieved with 0.75 HP / 1.5 HP STPs Factory Conditions must simulate This shall form part of QA Plan	Note: 1) Standard Duty pump must not be scaled up to Heavy Duty flow rate. 2) The Hoses, Nozzles and accessories should be capable of servicing for the flow rates envisaged. Vendor must give an undertaking to that effect.
9	Filter pre-metering unit	Pre- meter filter of 90 micron for diesel & 40 micron for petrol
10	METERING UNIT	
10.1	Type	Positive Displacement Piston Type (2-4 pistons). Metering Unit shall be designed and constructed so as to be free of any external ratio gears affecting accuracy. Each metering unit must have a distinct and unique identification serial numbering (embossed or Engraved) available for physical verification. Pumping Unit and Metering Unit should have unique identification sr. no. With non-alterable type. Metering unit should have 2 MMQ or better capability at 10 LPM. Suitable metering technology should be complying with OIML R117/118, which ever is latest OIML of accredited lab certificate to be provided by the bidder with certification covering 1 million litres of actual fuel testing.
10.2	Working Pressure	Max 3.5 kg/cm ²
10.3	Accuracy	+15 ml to -15 ml for 5 liter measurement.
10.4		The DU's must be confirming all existing laws of latest rules of legal meterological department, duely certified by the competent authorities , applicable at the FAT and SAT.
10.5	Material of construction	Corrosion resistant components
		Meter Body and Covers — Aluminum
		Cylinder liner - Stainless Steel
		Piston Cup - Teflon with 15% Rulon/Teflon/PTFE
		0 ring Valve disc - Viton / Nitrite Synthetic rubber
10.6	Pressure Resistivity	All rubber seals, metal parts, valves, moving parts and assemblies (with probability for coming in contact with fuel) shall be compatible with fuel given in clause 1 (MS,MS blended with upto 20% ethanol or methanol . HSD, mixed petrol & Bio diesel blending) shall be of suitable material , resistant to the above fuels.

10.7	Provision for maintenance	Meter provided in a position, which ensures quick removal/replacement without disturbing product piping
10.8	Testing of Meter	Each meter assembly has pre-calibration test before passing to final assembly where it is tested for accuracy once again, (As per OIML R- 117)/R118
10.9	Meter Calibration	Electronic calibration to be incorporated. Appropriate W & M approvals to be to this effect. There shall be specific information stickers on the DU indicating e.g. "Sealing Points - Meter with Pulser & Electronic Calibration Point" "Electronically Calibrated DU - No Calibration on Meter". DU Vendor should provide sealing procedure.
10.10	Range of Calibration in 5 liters	Maximum range of +/- 1%
		Plus side in ml - Maximum 50 ml. Minus side in ml - Maximum 50 ml.
		(Two consecutive readings should be within above limits) (This clause is as per current regulation of Department of Weights & Measures, India. If the same undergoes change at the time of delivery, the pump should conform to the same)
10.11	Sealing Arrangement	To include single wire sealing of Metering Unit as per stipulation of Weights & Measures Dept. The DU should be capable of handling new tamper- proof sealing arrangement approved by W&M dept. Vendor to submit detailed schematic arrangement of sealing employed to cover Metering Unit along with the Pulser. There shall be specific information stickers on the DU indicating e.g. "Sealing Points - Meter with Pulser, MB, and Electronic Calibration Point" Electronically Calibrated DU - No Calibration on Meter
10.12	Seals	All dynamic seals must be made of a MS, HSD alcohol & gas resistant compound.
10.13	Flow rate	Flow into piston meter — 15 to 75 liters/min as per Weight & measure calibration procedure.
10.14	Volume Calibration	Electronic Calibration only. No provision on meter to calibrate mechanically. Refer the ERA section for details.
10.20	Fasteners and hardware:	All fasteners and hardware to be zinc plated and passivated for weather

		protection.
10.21	Filling Cap Holder	To be provided near the nozzle boot to place the vehicle fuel cap to return same to vehicle fill pipe after delivery.
11	HOSE ASSEMBLY	Conforming to UL 330/ EN 1360 : 2005 standards
11.1	Make	Markwell / Gates / Parker or approved by AGCL UL/ATEX approved hoses from reputed manufacturers.
11.2	Size	Standard Duty — 19 mm bore x 4 Mts Heavy Duty — 25mm bore x 4 Mts
11.3	Type	Single braid, Hard wall, (High Tensile Steel wire braided) petrol/diesel / 20% ethanol or methanol mixed petrol and Bio Diesel blending resistant hose, 4 Mtrs. Long, and fitted with 340/360° single plane/ double plane swivel arrangement at nozzle end. Hose conforming to EN: 1360 have 2005 or equivalent and ATEX/UL approved.
11.4	Quality	Petrol resistant. As per IS 2396 & EN 1360
		Suitable for working pressure of 3.5 Kg/sq. cm
		Hoses to be supplied with spiral protecting sleeve for protection of hoses rubbing against ground
11.5	Testing	All Hose Assemblies (Hose and End Fittings) shall be done and tested at works prior to dispatch. No such work shall be undertaken at site or by staff not duly trained for it.
11.6	Color	BLUE for DIESEL
		GREEN for PETROL
11.7	Markings	The following information shall be clearly marked on the hose surface in intervals of one meter: Name or brand of manufacturer, Relevant standards Compliance, Year of manufacturer, Product handled shall be identified by a sticker over the hose at both ends Every length of the hose should have the minimum manufacturer name, logo and the approvals/ certifications compliance marked clearly on the hosepipe.
11.8	Test Certificates	A copy of the manufacturer's batch test certificate for each batch of hoses that will be supplied with Dispensing Units

		must be made available as part of QA Plan.
12	BREAK AWAY COUPLING	ATEX or UL / KHK approved breakaway coupling of "Re-usable" and "Re-connectable" at site type of suitable size shall be mounted at the TOP canopy end with a Hose.
12.1	Makes	OPW (US/India)/ Elaflex/ Emco /Wheaton/ TATSUNO make. A Breakaway coupling manufactured by OEM of DU supplier to AGCL can also be provided having due approval of ATEX/UL/KHK
	Detailed Specifications– Break away Coupling	<p><u>Technical Specification of 1" (25mm) Re-usable/Reconnectable Breakaway Couplings</u> <i>(Minimum technical requirement – Superior product acceptable provided certified by technical expert from reputed Government Engineering Institute)</i></p> <p>Safety breakaway couplings must prevent dispensers from being pulled over and must prevent fuel spills Breakaway should be easily Reconnectable with minimum force upon separation at site, having integral check Valve close stopping the flow and limiting any fuel spillage from either hose end. The poppets and sealing surface should be protected from impact during separation by a durable plastic sleeve. It should be site Reconnectable requiring minimum force of not more than 30 lbs. This breakaway coupling must be able to function and break with a short whip hose of 9 inches long. It must be able to break in axial direction only Body: Aluminum. Sleeve: HDPE Seals: Viton Spring: Stainless Steel Poppet: aluminum Design working pressure: 50 PSI. Should be site Reconnectable Approval: UL/ ATEX</p>
	Shear valve	<i>(Minimum technical requirement – Superior/ equivalent product acceptable provided certified by technical expert from reputed Government Engineering Institute)</i>
12.2		Emergency Shut off Valves, which are installed on fuel supply lines beneath dispensers to minimize hazards associated with collision or fire at the dispenser. Shear valve shall have proper

		fixing arrangement as part of assembly, along with flexible pipe of approved make, quality and pressure rating with suitable end coupling at ends.
		Approved make: OPW/GVR or as approved by AGCL.
13	NOZZLE	Automatic cut-off Nozzle, pressure sensitive type Conforming to UL , EN 13012, ATEX , KHK approved.
13.1	Type & Make	Pressure Sensitive Nozzles, Auto cut off with double puppet of MAKES- OPW / TATSUNO / CATLOW
13.2	Size:	Standard Duty: 3/4" threaded inlet Heavy Duty: 1" threaded inlet
13.3	Spout OD—	13/16" for Std. Duty 15/16" & 19/16" for Heavy Duty
13.4	Threads	NPT/BSP threads suitable for hose coupling No Teflon should be used for sealing
13.5	Material of Construction	Internal parts shall be made of corrosion proof material. All 'O' Rings and Gaskets should be of "VITON" make only. Spout - Aluminium or Brass Body - Die Cast Aluminium
13.6	Scuff Guard	BLUE for DIESEL
		GREEN for PETROL
13.7	Specifications and Features	<p>The following features should also be available:</p> <p>Nozzles must be equipped with a manually controlled operating device, which may incorporate (removable) integral latch to control the liquid flow.</p> <p>Nozzle must be equipped with hand insulator or should use nonmetallic (warm) materials for customer contact point.</p> <p>Nozzles must be constructed such that after shutting off, the nozzle will prevent drips of product on the forecourt</p> <p>Nozzles shall be lightweight and easy to operate.</p> <p>Nozzles shall be suitable for all types of Fuels including Blended Fuels for which the DU is in use.</p> <p>Nozzles shall have 'Hold Open Device'</p> <p>Nozzle shall have replaceable two piece spout</p> <p>Nozzle should have a Flow lock design/safety valve.</p> <p>Spout poppet should not be made of plastic.</p> <p>Spout should have a shear groove</p> <p>Hand Insulator should have badge for putting AGCL logo.</p>

		<p>Nozzles should be cycle tested and proven to last longer than 3 million cycles in test lab.</p> <p>Manufacturer should have facility in India to take care of after Sales Service to reduce the total cost of ownership.</p> <p>Nozzles must be repairable. Either on or off site.</p> <p>Nozzle shall have UL 842 approval OR EN13012 approval.</p> <p>Nozzles shall have Two Stage lever mechanism for +ve shut off.</p> <p>Nozzles shall have-KHK or UL-or ATEX CE approval.</p> <p>Suitable colour, shine and gloss, shall not be loosing the colour/shine due to sun exposure .</p>
13.9	SIGHT FLOW INDICATOR	<p>Sight flow indicator with spinner shall be ATEX or UL or KHK approved.</p> <p>Any other make meeting same criteria shall be offered at technical bid stage and approved by AGCL prior to placement of order.</p>
14	RUBBER COMPONENTS	<p>Compatibility of rubber compounds to products dispensed:</p> <p>All rubber soft seals shall be manufactured in Viton or equivalent grade/superior grade compounds to resist deterioration in size or damage to composition when in direct or near contact with the product to be dispensed, such as petrol/diesel/ min 15-20% ethanol mixed petrol. Vendor shall list out all such seals and certify use of non- permeable compounds at technical bid stage.</p> <p>Individual product carrying assemblies holding ATEX or UL or KHK approvals, such as Solenoid Valves, Breakaway Couplings, Hose and Auto Cut-off Nozzles shall be exempted from this list. Ethanol Blending is 15% and accordingly bidders may design the components.</p>
15	Provisions for Tag Reader fixing	<p>Proper provisions for Tag Reader fixing to be made.2 Blanking plates to be provided on each side for Dual . Such plate to be of 150 mm x 150 mm dimensions, should be removable to enable mounting of tag/ card readers with in the same area also</p>

		specified as Div. 11 safe area by CCOE/ approving agencies and at a minimum height of 1200 mm from the ground level. (<i>RFID reader will be mounted out side, in the sides of the Dus. Number of readers will be equal to the number of nozzles</i>)
16	Protection against interference	<p>Vendor's internal QA procedure must consist of among others, carrying out the type tests specifically for the ERA Box of each model as per the following IEC procedures:</p> <p>The Testing norms to be as mentioned below (OIML - R117) Testing reports from ERTL/ SAMEER / IIT /CDAC or equivalent government approved NABL certified lab shall be provided for each model ERA of this Order (Type Test approval)</p> <p>NOTE: AGCL will Test any DU (both Hydraulics & ERA) and if found not meeting the parameters. The lot will be rejected and party will have to remove the same at their cost.</p>
17	ELECTRONIC REGISTER UNIT	
17.1	Type	<p>Microprocessor based electronic register with Std Duty - 3 Static LCD type 7x7x5x5</p> <p>Density display</p> <p>Heavy Duty- Static LCD type 7x7x5x5</p> <p>(Combination of display for sale & Volume)</p>
17.2	Capacity	Microprocessor processing speed to take care of higher delivery rates up to 100 lpm
17.3	Construction	Components to be of modular type for easy maintenance.
17.4	Temperature resistance	Components rated up to 80 degree C. Suitable for working for ambient conditions at – 10c to +55c.
17.5	Dry Heat Test	
17.6	Display	Back-lit LCD on both sides
		Quality Assurance process for the manufacture and testing of LCDs used in the DUs manufactured by the vendor shall form a part of QA plan for the DUs offered by the vendor
17.7	Size of Display	Sale Amount - 40 mm (min.) / higher -7 digit
		Sale Volume - 40 mm (min.) / higher -7 digit
		Unit Rate - 25 mm (min.) / higher - 5 digit & DENSITY -25 mm (min.) / higher - 5 digit
17.8	Least count	0.01 liter
17.9	Simultaneous	Should have display of Volume, sale ,rate

	Display	& DENSITY
17.10	Testing of LCD display	Segment check facility
17.11	Motor Switching	Contactora 1 Relay operated
17	Pulsar	Resolution of 10 ml per pulse or less Magnetic Type / Hall-Effect Sensor Type
		Pulsar unit is Non-Openable, Potted, Self-Destructive (If pulsar attempted to open, it will physically and electronically get destroyed). However Pulsar should be able to be detached from metering unit.
		<p>Pulsar must have features to make it tamperproof against manipulation like addition of external circuit/software affecting the measurement. The Pulsar unit must have features to make it tamper proof such as the sensor embedded in a proprietary IC giving encrypted output with no access to the actual sensor outputs, with warning signal and stoppage of pump for failure of the sensor. Vendor to have total control / ownership over the inputs & outputs of IC. The design can be vendor specific.</p> <p>Any tampering/opening/ change/ of the above Pulsar (once connected and enabled by OEM) should result in stopping the DU and destruction of Pulsar unit (changeable as one single unit). Any defect in pulsar should necessarily require change of the pulsar unit. New Pulsar unit can be operated/ replaced only after authentication through OTP by OEM with prior permission & thereafter mandatory reporting to AGCL in writing after change is made.</p> <p>Any disconnection/ re-connection of the above Pulsar (once connected and enabled by OEM) shall generate non – erasable logs which shall be retrievable as per requirement, minimum in power on condition or with power capacitor.</p> <p>Potting (Applicable to potting in all cards of dispensing units as per stated requirement of level (partial/ full) of potting): The entire Pulsar unit must be encapsulated as a single unit which should be tamper proof and should self-destruct (unusable under any circumstances). Potting must cover all critical components inside the pulsar unit – total potting in compliance ATEX approval norms Black potting restricts any visibility to the internal circuitry. As the PCB layout,</p>

		<p>components & part numbers are not seen through, it provides complete restriction from any tampering/replicating of the internal circuitry. Any attempt to tamper black potting would be easily noticeable/viewable.</p> <p>In addition, the pulser unit shall form integral part of family integrity at DU Level.</p> <p>All LM requirements over and above AGCL minimum requirement to be complied with. Pulser communication to ERA shall be secured & encrypted with AES-256 bit encryption or better. The encryption should be there in all intelligent electronics cards (e.g. Key Pad, Display, control card (s) and Pulser). Necessary certification from globally accepted agencies like NII or equivalent (credentials of the agency to be submitted to AGCL. Pulser communication to ERA shall be secured & encrypted with AES-256 bit encryption or better. The encryption should be there in all intelligent electronics cards (e.g. Key Pad, Display, control card (s) and Pulser). Necessary certification from globally accepted agencies like NII or equivalent (credentials of the agency to be submitted to AGCL.</p>
18	OTP Feature	<p>One Time password facility shall be available for E-Calibration and pulsar replacement. In future if developed for other intelligent card it should be provided. CPU board & Pulsar cards of the DU shall be partially or fully potted for sensitive areas (probable areas of manipulation) as per W&M latest requirements.</p>
		<p>AGCL envisages dual OTP feature with 2 separate organizations (e.g. 8 digits OTP, with the first 4 digits sent to OEM Engineer and the next 4 digits sent to AGCL</p>
		<p>Vendor shall have record of OTP's - For last 10 OTP's and for 12 Months of each OTP's and cross checking same on AGCL scope.</p>
		<p>OTP Features: OTPs should be DU specific (i.e. for each Metering Unit). Invalid tries of OTP are restricted to 3 entries, further entries will lock the DU.</p>
19	Safety feature & Security feature	<p>Pump stops functioning with sensor fail,</p>
		<p>1. The pulsar must be non-repairable and replaced only. Any such replacements</p>

		<p>should be authorized using OTP (One Time Password).</p> <p>2. All electronic cards with micro-controller units shall have a unique identification soft number.</p> <p>3. Validation of family integrity to be ensured. No dispensing should take place if integrity is broken.</p> <p>4. The family Integrity of all card to be checked on every Power On.</p> <p>5. On unauthorized changing of any of the cards, the DU must stop functioning and indicate an error for the same.</p> <p>6. The electronic data communication between different peripherals including CPU, Pulsar, Keypad & Displays must be secured and encrypted using AES 256 bit encryption</p> <p>7. OTP shall be used for authentication whenever the pulsar card is newly installed/replaced. OTP should also be used for enabling Electronic Calibrations at intervals stipulated by W&M</p>
20	PCB	<p>PCB cards should withstand noise level of 2Kv. Vendor has to guarantee declaration of all the PCBs should be of latest technology. All PCBs to bear Vendor's Company logo & Identification mark.</p> <p>Provision shall be available for storing the hardware history of changes / replacement made in any of the processors boards of the DU.</p> <p>Inspection of QA plan for the dispensing units and AGC and its authorized inspectors must be allowed to peruse the QA plans as well as the implementation of QA Plans for ERAs.</p>
21	Diagnostic Codes , ERA	Normal failures are indicated through codes on ERA (Operating voltage - 180 V to 250 V)
22	Battery charger	Battery charger arrangement to charge 12 V, 7 AHR lead acid rechargeable battery / dry maintenance free battery. Battery not in scope of manufacturer. AGCL will arrange it.
23	Back-up time	Min. 15 Mins display for last transaction display
24	Indicator	Power On, Pulsar failure indicator
25	Operating Voltage	5V / 12V / 24 V D.C.
26	Battery	No Battery Operation

27	Totalizer	Only Electronic Totalizer - The dispensing unit will have a Non-resettable & Tamper proof irreversible electronic totalizer. The display shall be in liters. The electronic totalizer can be read on key pad display by pressing suitable keys.
28	No. of Digits	12 digits without decimal
29	Preset Keypad	Alpha-Numeric / Numeric Keypad.
		Dual operated Solenoid valve for precise control of delivery for both Volume & Value Pre-set.
30	Preset Facility	To enable customer to choose liter or rupee mode & also to select the required value, suitable dual-flow operated valves are provided to ensure cut-off at the exact point – through keypads or dedicated switches
		Minimum preset volume = 1 Liter
		Minimum preset Amount = Rs.50 (this will have dependency on rate)
		(in case of decimals, the amount is rounded to the nearest integer)
31	<u>Interlock arrangement</u>	Arrangement is for the electronic register wherein STP motor of the dispensing pump is switched on & displays reset simultaneously when the nozzle is lifted from nozzle rest. Conversely, the STP motor should be switched off without disturbing the display reading when nozzle is replaced back on the rest.
32	Rate of product	This should be changeable through automotive / Manually / set through appropriate switches.
33	Flat / twisted cable	This should be only used in the register assembly.
34	Motor switch off	When the nozzle is lifted & no fuel is dispensed for 30 seconds, the STP motor should switch off automatically.
35	Printer	A provision to add printer should be provided to the pump for printing the customer receipt. DU should, by default enable local receipt printing. Option should be available on auto as well as manual mode. Printer shall be part of the DU, fixed and provided. number of printers shall be equal to the number of nozzles, or only 2, but in that case printer shall have the print selection command to choose the nozzles. The software shall be updated to print the AGCL logo on the print, if advised.

36	Local printing on DU printer	<p>Local printing on DU printer</p> <p>DU should enable local receipt printing on demand. Each print out should contain the transaction ID (maximum 8 digits) of the sale transaction. Facility to input and print the vehicle number shall also be provided through DU Alphanumeric keypad and LC Display. The default vehicle no. If not entered, should read "Not Entered".</p>
37	<p>Technical Specification for Thermal Printers</p> <p>General features</p>	<p>Low noise thermal printer.</p> <p>Easier maintenance with self- diagnosis.</p> <p>Equipped with Saw tooth Cutter Supports text & graphic printing Easy paper rolls installation</p> <p>Low Paper/No Paper sensor</p> <p>LED Indication for communication status/errors.</p> <p>Printer enclosure to protect the equipment from moisture/dust. Printer should deliver under Indian ambient working conditions with regard to dust/moisture.</p>
38		<p>The Printer should allow by keypad command one re- print of the ticket; the second copy shall be marked as "COPY/DUPLICATE". The required details of ticket/cash memo are in the printer specs.</p> <p>Vendor to provide details of after sales service support available in India. If after sales service support is from an Indian contractor or contractor of an Indian vendor, a copy of agreement with the same Indian contractor to be provided for the duration of the warranty.</p> <p>Repair & Maintenance including replacement if required due to operational wear & tear & ambient conditions shall form part of scope of vendor during warranty/ CAMC period.</p>
39	Interfaces	<p>RS 485 & RS 232 connectivity to automation & Third party equipment system (Dispenser to have separate communication ports - minimum 5 nos. (3 nos. - RS 485 & RS 232 - 2 nos.) for printer and automation/ TP link up)</p> <p>DU to have Ethernet/wireless communication port for remote connections also.</p> <p>Encrypted communication to Automation System for future to be kept ready in terms of system capability.</p>
40	Power supply	<p>Built in power supply or external AC adaptor (input supply in the range of 170 V AC to 250 V AC +/- 5%)</p>

41	Printer output should include the details	Name of the outlet Address & Tel no. Date/ Time Vehicle no. (Alpha numeric) Bill No for each transaction with reset button LST no./ CST no./ GST nos./ PAN No. etc. Product Rate — Rs. per litre Volume — Litres Amount — Rs. Thanks Come/Visit Again. Printer should be able to print additional information in the receipt for density, pump/ nozzle no. & attendant identification from automation system as and when required. Presently this information shall not be printed in case of non –automated RO. DU should have programmable facility to customize RO/ DU wise printing details out of above. Any item can be deleted/ added as per requirement. DUs should have programmable facility to print single or duplicate receipt for same transaction. Duplicate will have “Duplicate Copy ” printed at TOP.
42	SHEET METAL	
42.1	Fabrication	It should be Rugged construction of Heavy-gauge galvanized steel /CRCA or HRCA sheet steel fabrication & finished in powder process for superior & corrosion resistance. All panels to be done on CNC /Automatic / Equivalent machines
42.2	EPDM Gaskets	This should be with better weather resistance & preferably glass grip should be provided for glass panel.
42.3	Minimum thickness	Load bearing members-min.1.6 mm
		Non-load bearing members-min.- 1 mm
		Base frame — Range 2-3 mm
		Applicable standard - IS 1079 / IS 513
42.4	GLASS Thickness Type	3-4 mm (min.)-Toughened glass with rubber beading / silicone sealant or suitable Polycarbonate material to ensure the complete unit water resistance & edge corrosion of sheet metal is also prevented.
43	PAINTING	
43.1	Powder Coating	Complete Chassis to be powder coated for prolonged life and better finish. Panels and enclosures should be powder coated to withstand hostile corrosive climate. The colour scheme and other graphics/printing should be as per AGCL’s approved colour scheme for dispensing pumps.
43.2	Process to be followed	Surface preparation to be by 7 tank pre-treatment process.
		Logo + Artwork & color of the pump must be painted or suitable vinyl from 3M /

		Equivalent having life of 5 years.
43.3	Paint thickness/ Coating Thickness	Minimum 50 Microns Please note that the powder coating plant, if not under possession of DU vendor, shall be ISO 9001:2000 certified and all process parameters maintained as per IS 13871:1993, with latest revisions if any.
43.4	Screen printing/Vinyl stickers	NO SMOKING' in red and 'ENSURE REGISTER IS SET TO ZERO' in black on the dial panel
	Finish	Glossy Finish
	Graphic Art Work	Artwork / Graphics should be screen printed on approved makes of Gasoline resistant Vinyl's with suitable UV overcoat in approved colours. Product stickers also should be made using the same material in approved colour. 5 Year Warranty should be submitted for all the Artwork / Graphics. Warranty Certificate must be signed and sealed by the authorized representative of Vinyl manufacturers. Prior approval of Artwork should be taken from AGCL. Process of Artwork must be as approved by the manufacturer and AGCL
	Make of the Vinyl	3M /Avery Denison
	Background painting:	
	Notes:	
	i) The Vinyl will be 3650-series gasoline preferably	
	ii) Resistant clear and opaque vinyl's, screen printed with our Artwork in Sericol IN-EL series inks with 559J overcoat. Or equivalent	
	iii) The product stickers also will be made using the same material in approved colour.	
	iv) The art work should be in gasoline resistant Vinyl with screen printing in Sericol inks and a clear overcoat	
44	FLP JUNCTION BOX	
44.1	Type	Complying to IS 2148; CCOE approved
44.2	Arrangement	Junction box inside the pump with cable glands and one cable entry point to be fitted with a screwed / press fitted plug. The fitting and cabling should be ATEX / CCOE approved.
45	COMMUNICATION	

<p>45.1</p>	<p>Pulser Communication to ERA</p>	<p>Presently, DU software unique signature is being generated using checksum generation algorithm. However, the possibility of collision of such checksum may lead to a state where multiple firmware binaries can have the same checksum value.</p> <p>Therefore it is to be ensured that usage of advanced hashing algorithm like SHA-2 (SHA 256 algorithm) for the generation of firmware signature is mandatorily implemented in the software.</p> <p>SHA 256 software signature: Software signature for each module calculated at runtime and verified at power on.</p> <p>Intelligent cards of the DU which are microcontroller based (e.g. Key pad, Display, Control Cards shall be partially potted for sensitive areas probable areas of manipulation) with unique Serial number impression on the potted area in compliance ATEX approval norms</p>
<p>45.2</p>	<p>Family Integrity and Secure communication</p>	<p>All logic cards as stipulated i.e. boards with micro controller chips shall always have secured communication between them which shall be AES 256 bit encrypted or better. Family integrity to be ensured. Family integrity implied that if any logic card (including Pulser) is replaced with another card or there is any change in the firmware or software (same version or different), the dispensing should stop and commence only on authentication of the dispenser. Any event of break in family integrity must be captured with a date and time stamp and the log with the relevant error code to be generated and captured in the DU.</p> <p>Any event of break in family integrity must be captured with the date and time stamp along with totalizer reading and the log with the relevant error code or card details must be captured and stored in the History Log.</p>
<p>45.3</p>	<p>Firmware Upgradation</p>	<p>All software should reside in the active components of the intelligent boards, which should be identifiable through a unique number and can form part of family integrity checks.</p> <p>Every Software version must have a firmware signature generated using advanced hashing algorithm like SHA-2 (SHA 256 algorithm) & this number must be made known to AGCL</p> <p>This firmware signature must be verifiable</p>

		<p>on the keypad LCD screen or any other screen of DU and must also be readable from FCC.</p> <p>Any event of break in family integrity must be captured with a date and time stamp along with totalizer reading and the log with the relevant error code to be generated and captured in the DU. The family integrity of all card to be checked before every transaction</p>
a		<p>The Dispensing should be able to support 2/4 wire half/full duplex serial asynchronous communication so that the automation system (forecourt controller / POS controller / Communication controller) can effectively establish a two way communication and data can be polled by the automation system upon addition of the suitable card as mentioned above</p>
b		<p>The communication protocol of electronic register assembly shall be handed over to AGCL for its business use on signing Non-Disclosure Agreement & once upgraded for Automation. Also the pump manufacturer shall provide technical support with respect to protocol, pump electronics to AGCL and / or its nominated automation partner, if required. The protocol must be robust & reliable to support automation system</p>
c		<p>The Dispensing Unit manufacturer should be capable to retrofit card readers (magnetic stripe swipes) in the pump at a later stage.</p>
d		<p>The Dispensing Unit should be able to retrofit Radio Frequency Identification (RFID) readers on the outer surface of the Dispensing Unit at a suitable height.</p>
46	<p>Dispenser Mode Selection - Manual / Auto / Fixed Auto Mode</p>	<p>MECHANISM should be there for selection of the Dispenser Operating Mode i.e. In automation or manual. Access to changing the mode should only be through a separate Highest Level of Password. Dispenser should log the timing & details of transactions carried out in Auto & Manual Mode.</p> <p>Working of DU in Auto / Manual Mode, The default mode of DU when dispatched from OEM factory shall be in MANUAL and shall be changeable at the RO. On receipt of the Automation signal the DU shall work in Auto mode only.</p> <p>There shall be 2 types of selections available through an entry-level changeable 4/6 digit numeric password inputted /fed through the DU keypad or through a remote control device.</p> <p>These selections shall be: Selection I: Choice in mode of operation (Auto or Manual) Choice I: - Manual (stand alone) Choice II: - Change over to Automation Selection II: No choice except Automation.</p>

		<p>Fixed Automation Mode through a fixed known three-digit Key number. Enabling this selection shall be possible only with a specific key entry (non changeable, but will avoid accidental choice of this Selection).</p> <p>Details enclosed for No Automation No fuelling concept The DU once in automation mode shall not revert to Manual mode in case of a power recycle. It should also be possible to reset/ change password through Automation system The DU once in automation mode shall not revert to Manual mode in case of:</p> <p>i. A power recycle & / or</p> <p>ii. A failure of Automation signal Note: However, in order to bring the DU in manual mode, in case of automation signals failure, password to be used by AGCL. In case of a transaction initiated by automation system and later automation system failed while transaction is in progress then DU should allow completion of the ongoing transaction initiated by automation system and then authorize AGCL to change to manual mode.</p>
47	APPROVALS	
	<p>All the models of the Dispensing Units offered shall have the valid Approvals from:</p> <p>1. Chief Controller of Explosives, Govt. of India.</p> <p>2. ATEX - CE</p> <p>3. OIML</p> <p>4. Weights & Measures Dept., Govt. of India.</p>	<p>Major Approvals</p> <p>ATEX Certificate: PQ Document. OIML: PQ Document. W&M/ LM: PQ Document. CCOE: PQ Document. Other Submissions as stipulated.</p>
48	ADDITIONAL REQUIREMENTS	
	<p>Vendor shall depute his Engineer to the site</p>	
		· For Installation Supervision
		· For Commissioning Assistance
		· For W & M Stamping Assistance

	<p>The given specifications are minimum required. Any further improvement in prescribed specifications/ requirement with prior approval of AGCL. AGCL reserves its right to get the equipment tested at any third party lab to access specifications. In case of failure to meet minimum required specifications, equipments of that batch will have to be replaced by vendor at his own cost and penal actions as per terms of tender will be initiated.</p> <p>The specifications are only indicative and not exhaustive. Option of choosing the component with best specifications lies with DU vendor. Vendor has to ensure efficient and effective operation of DU for the entire period of warranty/CAMC i.e. 4 years.</p>	
49	Undertaking	OEMs should mention how they have implemented the crucial recommendations of the statutory bodies, such as Tamper free Pulser with facility to self-destruct, Family integrity check, and AES-256 encryption. This then could be vetted by CDAC for any non-compliance
50	Dual Locking arrangement for ERA	Dual Locking/ dual seal of ERA and Pulser unit through a unique Biometric/electronic Lock for top box & Hydraulics as locking arrangement with access logs and backup to be provided. Same to be also synchronized with KMS key management system. Same should also be communicable to FCC/ CMS through Automation for all such key operations.
51	OTP for Price Change	No OTP requirement for price change. However, to prevent fraudulent practices, it DU to have a ready mechanism by the DU to send a sms to the OEM server whenever price is changed with the following details: product, new price, date and time stamp and the totalizer value whenever DU is made online in future. Server Access to this info should also be given to AGCL or its authorized agents
52	Complaint Management	Details of product catalogue with technical details to be available on OEM web site/ eCTS. Complaint management including complain registration/logging system shall be in place. All RO maintenance and call reports should be accessible in pdf format within a period of 48 hours of the visit with time stamp.
53	Units Of Measurement	Litres
54	Humidity	Maximum 95%
55	Ambient Temp.	-10° C to +55° C

56	Electricals	<p>All electrical fittings, relays, including switches, junction boxes and glands etc. shall be of standard make and suitable capacity ISI approved. The above, if located in Zone I hazardous area, should be housed in CCOE/Atex approved flameproof enclosures (Exd/Exm). Dispenser design to comply EN13617-1. Vendor to submit with Bid all ATEX certificates as well as CCOE approvals for all electrical and electronic components and sub assemblies located in hazardous Zone 1 area of Dispenser Housing. Reference of all such approvals must be engraved clearly on all approved items.</p>
57	Electricals	<p>The incoming power supply cabling to STP Motor & Electronics shall be totally independent Cu cables. Internal wiring shall be of high grade Copper wire and conforming to ATEX/CCOE, if used in hazardous zone. The lower power junction box terminating the power cables shall have two entries fitted with Exd cable glands for separate inlet / outlet connection for the Motor and ERA. The Incoming Power Junction Box shall be separate from the Communication Junction Box.</p>
		<p>All testing/ inspection parameters within scope of 3rd party inspection shall be conducted at min. 220 V AC. However, ERA system to be protected for 110V to 260 V +/- 5% fluctuation. Motor to withstand 170 V to 250 V +/- 5% fluctuations. Vendor to provide inbuilt protection within DU to take care of these mentioned voltage limits. It is further also elaborated in ERA section</p>
58	Electricals	<p>Specific Internal surge protection device of suitable capacity must be provided for protecting electronic computing head from fluctuations and high voltage surges above the testing norms specified below and should be compliant to respective IEC standard.</p> <p>Within the surge test norms the DU should work uninterrupted in spite of the surges. The protection provided in the dispensing units for motor as well as electronics against surges/spikes shall be specified.</p> <p>The evidence of protection of ERA against the various interferences shall be</p>

		provided from lab like ERTL/SAMEER /CDAC / ARAI etc. as per the tests & norms specified in the ERA section.
59	Electricals	<p>Appropriate provision for Earthing shall be provided within the dispenser, with provision to connect to the site earth pit. All key elements like Pulsar, Motor, ERA, body including every gasketed element like the ERA doors etc shall be specifically wired / linked to the main earthing point on the DU.</p> <p>The DU earthing scheme shall be submitted separately along with the QAP. Motor Power supply in-comer shall be through a 2 pole MCB of suitable rating (recommended minimum 10 A, 250 V). Relay (SSR) driven switching desired for Motor. In addition to the MCB, a RCCB of suitable capacity shall be provided within the DU at each power in-comer.</p> <p>In addition ELCB and earthing relay for ensuring protection against earthing fault & ensuring continuous earthing shall be provided.</p> <p>Note: MCB/ RCCB shall be mandatory for local safety on dispensers and enhance the life of electrical & electronic components. This also helps in increasing the uptime for dispenser operation.</p>
60	Emergency Stop Button	<p>The activation of the emergency Stop Button must cut off the Power to the DU. The Button to be provided at a convenient location easily accessible from both sides in an emergency. Emergency Stop Button —The activation of the Emergency Stop Button will stop the fueling from the dispensing unit.</p>
61	Ingress Protection Of Structure:	
61.1	For Electronics Enclosure	<p>Min. IP — 54 for Electronics enclosure. Dispenser design to comply EN13617-1. Certification from NABL accredited lab to be submitted</p>
61.2	For Hydraulics Enclosure	<p>Min. IP — 23 for Hydraulics enclosure. Dispenser design to comply EN13617-1.</p>

		Ccertification from NABL accredited lab to be submitted
61.3	Vibration	Dispenser Unit should withstand the rigorous of transportation and tough operating conditions in the field.
62	Spares & Service	<p><u>Availability of spares.</u> Vendor shall be in a position to supply or provide spares on need basis after completion of warranty/CAMC. The spare support shall be available for minimum 10 years from supply of last dispenser under this order.</p> <p>The vendor shall clearly undertake and declare that all parts, components and sub- assemblies of discrete, proprietary and non- common assemblies such as Electronics, Pulsers, Metering Units, Pumping Units and Air separator, PRVs forming part of the DU manufacture or its maintenance activity in the field shall be the Intellectual Property of the vendor and manufactured, quality assured and supplied under the direct intellectual control of the vendor.</p> <p><u>Further Scope & conditions of Warranty/ Comprehensive Annual Maintenance Contract shall be separately defined in the Tender documents</u></p>
63	Spares & Service	<p>During the annual calibration of the DUs which shall be mandatorily technically assisted by DU vendor shall encompass a complete audit of the DU including electronic systems/ cards/ Firmware/ software by competent engineer of the OEM. The format for audit of DU may be as per local legal metrology requirements / as required by AGCL.</p> <p>DU vendor to certify that DU is as per specifications & factory conditions during all such calibration & audit exercise. Any deviations to be immediately reported to AGCL with details of deviations without undertaking the calibration exercise</p>
64	Approval references / Ammendments	<p>Vendor to validate all listed approvals (As per the Law of land) from time to time and indemnify AGCL for any loss arising out of non-renewal/adherence of such statutory approvals/ laws of the land.</p> <p>In case there is an amendment required in the approvals to meet the mentioned specifications the same shall be obtained & provided before the closure of the</p>

		tender.
65	Packing	<p>Dispensing Unit to be covered with polythene bags and packed in wooden boxes or corrugated boxes or equivalent, with covering of suitable transparent plastic sheet to withstand multiple loading/unloading/handling and transportation.</p> <p>In case of wooden box packing/ corrugated box, additional polythene cover shall be placed on top of packed Dispensing unit covering minimum 300 mm on all four sides to prevent any ingress of water from top edges/any other side.</p>
66	Access Control to Hydraulic & Electric Panels/ sections.	Should be independent of the DU Electronics
67	Foundation Frame Cum Templates	<p>Supply of the foundation frame is not in the scope of the DU Vendor but the foundation bolts will be supplied by the DU vendor (along with DU in a segregated secured packing which can be accessed without disturbing the main DU packing). However, it is the responsibility of the DU Vendor to check the alignment before installation of the DU.</p> <p>Before commissioning of the DU, AGCL will intimate the DU vendor with maximum 2 days notice, who in turn will depute their service engineer during the commissioning / installation of DU at the respective Retail Outlet. No separate payment will be made for this activity. W&M stamping support shall be provided through a separate visit/s as per requirement without any additional cost & consequences to AGCL and shall form part of the scope of work of vendor.</p>
68	Gas Elimination Device	<p>Must conform totally to OIML 117 & 118 including latest approvals. All tests for Gas Elimination Device must form a part of pattern approval test including efficiency of Gas Elimination Device.</p> <p>Metering unit & complete system (DU) shall be tested as per OIML STANDARD R-117 & OIML standard R-118.</p>

69	Testing of DU with ERA assembly	<p>AGCL or its authorized representative may do the testing of DU with ERA assembly on random basis at vendors cost. Due to constraints, if any, with any lab premises, shorter version of DU shall be permitted. DU protocol shall be required to be shared for communication with retail automation system and AGCL vendors with NDA signed by AGCL, if required.</p> <p>"No simulator is required to be provided to AGCL. However DU vendor to ensure the availability of simulators to Automation vendors at DU OEMs premises or at Retail Outlets as per the requirement for development of solutions for integration with automation systems at no additional cost implications".</p>
70	ERA Handling of Motor	<p>Pump Motor should not switch on before completion of segment check sequence. Pump Motor to switch off if no fuel is dispensed for duration up to 30 seconds for HD & 15 seconds for SD (maximum). The period of time out shall be configurable downwards in stages of 5 seconds. Default setting will be 15 seconds. Log trail of this time out with timestamp should be available for the last 50 such events.</p> <p>The period of such time out shall be configurable at site through programmable keypad commands under a level of password protection. Repeated occurrence of such Time Out's to log an error, that is recorded such errors site shall be logged to pump error log memory. Last 20 errors shall be recallable on keypad display or printed as audit trail.</p>
	ERA - Automati on	<p>In Automation mode the pump must be a slave to the FCC & Pump Motor shall not start (i.e. DU shall not get authorized) until the authorization command is received from automation system in Call state while fueling in remote preset mode. The DU OEM should provide the Simulator with protocols (for the offered DUs) to AGCL, as and when required. Shall provide to AGCL appointed automation vendor, if required on chargeable basis. Vendor shall assist AGCL appointed automation vendor for its DU integration through Lab Testing and field assistance, if any. Electronic components should be capable of withstanding without damage test</p>

		<p>conditions as specified below for extreme ambient operating temp. Of —10.0 deg C to +55.0 deg C.</p> <p>Environmental Type testing shall be carried out at ERTL / Govt Approved - NABL Certified Lab for each model with the entire dispenser i.e. With liquid dispensing provision.</p> <p>Above certified environmental testing report for one model representing all the components under this order shall be submitted. AGCL/ TPI reserve the right to witness the inspection/testing and to get the same tested even after installation at any independent lab.</p> <p>Internal wiring shall be of high grade Copper wire and conforming to ATEX, CCOE approved makes, if installed in hazardous zone.</p>
71	RFID Requirement	<p>The DU Vendor should be capable of retrofit card readers (magnetic stripe swipes) in the pumps at a later stage. Necessary provision shall be made in the pumps to retrofit the card reader (i.e provision for appropriate size holes with plugs for fixing the RFID reader nozzle).The DU should be able to retrofit Radio Frequency Identification (RFID) readers on the outer surface of the pumps at a suitable height. The max. Size of the RFID 200 mm x 125mm x 75 mm) and it would draw single-phase current. (the mother board must have the provision for automation and all related ports including RFID readers, slave units, POS counter, HHT etc)</p>
72	Display Panel	<p>Provision for cable entry from top for future connectivity of Display panel. The vendor shall provide appropriate hole with plugs for future fixing of display panel</p>
72	Addl. Points	<p>As and when any card/s are changed, it should be mandatorily informed by the vendor to AGCL on weekly/Fortnightly basis or whenever required by AGCL. Vendor to mandatorily inform AGCL with explanatory notes whenever any software modifications carried out on monthly basis/whenever required by AGCL. Same has to be done in separate report, DU wise indicating the previous change and the reasons for the last and present change on monthly basis for DUs wherever such changes are made. This history card shall be maintained throughout the life cycle of the DU and updated card shall be</p>

		<p>submitted in the month any changes are made.</p> <p>Along with the other details name of service engineer and the RO Manager present at RO during such changes shall also be mentioned.</p>
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SCOPE OF WORK (SOW) & SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **VALIDITY OF THE OFFER:** Offer should remain valid for at least 120 days from the due date.

2. **QUANTITY :**
Estimated quantity is 120nos of Dispenser units for MS/HSD as per SOR/BOQ in Two year.

3. **PERIOD OF CONTRACT AND QUANTITY:**
Estimated requirement of Duo’s for two years period from the date of contract will be 120 nos of configuration DUO - 2Px2Hx4D DUTY - STD: STD — PRESSURE, 2Px2Hx4D DUTY - HEAVY: HEAVY — PRESSURE, 2Px2Hx4D DUTY - STD: HEAVY—PRESSURE.
Please note that quantity of the DUs is likely indication of our requirement. Actual consumption may vary depending upon the requirement of Retail Outlets and there will be no commitment on contractual quantity.
Since requirements are estimates and not actual demand.
Region-wise procurement might vary depending upon actual demand during the tender period. Award criteria will be on lowest quote landed price basis including post warranty CAMC.

4. The quoted rates should be firm for the entire contractual period and no escalation will be entertained on any Ground at any stage.

5. **DELIVERY SCHEDULE AND REGION-WISE DISTRIBUTION:**
Based on the actual requirements, call-offs (POs) will be issued by Company from time to time on the vendor for supply of DU. The delivery period for the supply of DU’s against the POs shall be 30 days from the date of PO. The period of 30 days shall be calculated from the date of receipt of PO.
Vendor shall deliver the Dispensers to the various AGCL locations i.e., designated RETAIL OUTLETS OR at AGCL Duliajan stores. Minimum lot size per PO shall be 12 in numbers. AGCL will, in a best endeavour basis, try to club orders into clusters.
AGCL will not keep any inventory in the warehouse. Accordingly, vendors shall quote the freight charges in the price bids. The unloading of Dispenser units at delivery locations shall be in Bidder’s scope.
All the above Dispenser Units are required to be delivered on Door Delivery Freight paid basis at the AGCL locations i.e. ROs as per the Delivery Schedule clause above.

6. Vendors are requested to go through the complete technical specifications for Supply of dispenser units and confirm the acceptance of technical specifications.

No deviations will be accepted on technical grounds and AGCL reserves the right to disqualify a bidder who does not accept the technical specifications given in the tender.

7. POST WARRANTY COMPREHENSIVE ANNUAL MAINTENANCE CHARGES (CAMC):

Comprehensive Annual Maintenance Charges (CAMC) for Post Warranty period should be in % of Basic Price including P&F Charges and TPIA charges.

AGCL would like to enter into AMC contract for a period of total FOUR Years subsequent to expiry of Warranty period of 24 months. The % shall be quoted for the first 4-years period.

CAMC rates should have a minimum threshold limit as under:

FOR THE FIRST 4 YEARS: Yearly comprehensive CAMC cost of all nozzles put together will be minimum 10% of quoted Basic price. Vendor is free to quote 10% or any higher rate. Any vendor quoting CAMC charges below the above-mentioned threshold limit will be disqualified.

8. Freight rates are to be quoted for cluster of districts, for different capacities of tanks as per the given price bid form. The quoted rate would be considered as the total transportation cost for each tank on FOR destination basis. Detailed address of the Retail outlet shall be mentioned in the PO falling under each particular district. However, in case "0" (Zero) has been quoted in any location, then it would be construed that the vendor is going to provide delivery "free of charge" to these locations.
10. Loading, packing & forwarding, transportation, insurance and its appurtenances shall be in the scope of Vendor.
11. Government Duties & Taxes - The vendor is advised to quote FOR despatching station cost inclusive of Basic Price per unit (including Packing & Forwarding charges and Loading charges), Third-Party Inspection Charges (TPI) charges in the price bid. All the taxes and duties i.e. CGST/SGST/IGST, as applicable, should be shown in the price bid of the tender.
12. Stage-wise inspection will be carried out by TPIA as per approved scope of inspection for 100% of order quantities.
13. The supply shall be made only against Purchase Orders/ Call-Offs/STOs placed by concerned officer/, as the case may be, from time to time against the Rate Contract depending upon the requirement, during the contractual period.
15. **PAYMENT TERMS:** The rate contract shall be finalized by AGCL Retail Business group against which the individual POs shall be placed.

Payment to vendors shall be made on successful delivery of material within 30th day after the receipt of all bills/ invoices. Vendors shall have to submit the PBG equal to 10% of total basic contract value within 15 days of receipt of contract.

After delivery of DU's at site, the payment shall be released by the AGCL within 30 days from the date of delivery at site or LR date whichever is earlier. Original commercial invoices (in tax invoice format) will need to be sent to AGCL OFFICE including Supporting Documents for Payments e.g. Freight Bills, IRN, DCN, Test Certificate.

PLEASE MARK THESE DOCUMENTS TO DGM (RB&C) AND SEND TO THE FOLLOWING ADDRESS FOR PAYMENT PROCESSING:

OFFICER (OPERATIONS)

RETAIL BUSINESS

ASSAM GAS COMPANY LIMITED

PO DULIAJAN DISTRICT DIBRUGARH -786602 ASSAM INDIA

It may be noted that retention money in lieu of PBG is not valid anymore. Accordingly, the successful vendor shall have to submit the PBG to AGCL post award of the tender and before the submission of first bill. Please note that in case PBG is not provided by the Vendor, payment shall not be released by AGCL. No advance will be paid by ASSAM GAS COMPANY LIMITED.

PAYMENT (towards CAMC): The CAMC charges are quoted & finalised as %age of basic purchase price for each DU model for each year (for a period of total 4 years) after expiry of 2 years warranty period. This CAMC rate per annum shall be converted to rate per nozzle per month for affecting payments which shall be as below:

For example say, a. Yearly comprehensive AMC cost of one of the DU model (SAY 2P4H2D) is 10% of quoted Basic purchase price per DU for a particular year –

b. No. of nozzles in Dispenser = 4

c. Basic Purchase Price per unit of Dispenser = B

d. AMC charges per month per nozzle for Dispenser Unit for that particular year = $(B \times 0.1) / (12 \times 4)$

Similarly the rate per month per nozzle shall be arrived at for all the DU models for each year. The payment against CAMC charges (in INR) to be released by AGCL within 30 days on submission of invoice after every cycle of preventive maintenance i.e. once in two months

16.PERFORMANCE BANK GUARANTEE:

(a) PBG for Supply Portion: Successful Bidder has to submit Performance Bank Guarantee (PBG) for the performance of the Bidders obligations. A single Performance (PBG) will have to be submitted by successful bidder for 10% of the total Basic Contract value valid for a period of 30 months from the date of dispatch (i.e. date of Lorry Receipt) of Last Lot of Dispenser Units with additional claim period of 06 months.

(b) PBG for Maintenance portion: Successful Bidder will have to submit a fresh PBG for CAMC. The value of BG shall be 10% of total basic CAMC value for the Dispenser Units to Retail Engineering (O&M). at least 1 – 2 months prior to the date of expiry of previous 10% PBG. This PBG will be valid for total 4 years to cover the AMC period against the Annual Maintenance Contract. The performance Guarantee, as mentioned above, will be required to be submitted along with the acceptance of rate contract within 15-days of award of contract.

BANK DETAILS:

11.0 AGCL BANKING DETAILS REQUIRED FOR CPBG

AGCL Banking Details Required For CPBG	
BANK NAME	STATE BANK OF INDIA
ACCOUNT NAME	ASSAM GAS COMPANY LIMITED
Account No.	10494832011
IFSC Code	SBIN0002053
MICR Code	786002302

17.WARRANTY:

- 1. The DUs supplied against this tender shall be warranted for a period of 24 months from the date of delivery of the respective DU. i.e the date of receipt of DU at AGCL location shall be taken as date of commencement of warranty period.**
- 2. The warranty of the equipment shall include the supervision of commissioning activities, preventive and breakdown maintenance, servicing of the equipment on-site at various locations across the Assam/North East India and would include maintenance and servicing of all mechanical, electrical, electronic components, sub-assemblies and replacement of faulty parts etc. During warranty period, all materials / spares parts etc. including labor required for the maintenance of the equipment shall be carried out by the vendor at their cost. The Warranty shall cover compulsorily replacement of DU hanging hardware which includes nozzles, hoses & breakaway coupling as and when needed or as advised by AGCL Officers.**
- 3. Vendor has to extend necessary supervisory assistance during commissioning and during stamping by Legal Metrology at no extra cost.**
- 4. During the warranty period and after commissioning of DU, preventive maintenance visits shall be undertaken by the vendor's service personnel. These preventive maintenance visits shall be scheduled @ 1 visit in a block of 2 months (i.e. Block of Jan-Feb, Mar-Apr and so on...). The gap between 2 preventive maintenance visits shall be minimum 30 days. OR**
- 5. There is no requirement of compulsory PM visits during warranty period, however vendor has to ensure that during this period at least one visit is made in every 6 months to verify the healthiness of the dispensing unit installed at retail outlets. The check list will be as per mutual agreed format.**
- 6. In addition, breakdown maintenance visits shall be undertaken by the vendor's service personnel during warranty period. Time period for attending to breakdown complaints:**
 - Within 48 hrs from the time of the complaint.**
- 7. The Service report for completion of work for preventive and breakdown maintenance has to be signed by the Dealer / COCO Manager and AGCL Officer.**
- 8. RO Dealer shall provide utilities viz. electricity,water, compressed air,**

etc for and during the maintenance of DUs.

9. Any Penalty levied, as per provision of general or specific conditions of tender or agreement will be recovered along with applicable taxes.

18.SPECIAL TERMS & CONDITIONS

18.1 SCOPE OF SERVICES -The contract will include breakdown maintenance, preventive maintenance and servicing of all mechanical, electrical, electronic components, sub-assemblies and replacement of faulty parts of all the dispensing units during the Warranty period of 24 months of respective DU's. All materials / spare parts etc. required for maintenance of the dispensing units including printers and Hanging Hardware shall be done at the vendor's cost and no expenses will be borne by AGCL (Including Hanging Hardware, Pump and blower) during warranty period. The Vendor agrees to provide the following services arising out of wear and tear of the normal usage of Petrol pumps. The details of all the nozzles which are required to be maintained under this contract, is as per PO issued against this tender. The Warranty will be comprehensive and will include service, cost of spares and calibration of DUO's etc all-inclusive of H/H,Vaccum Pump ,blower etc.

18.2 Tampering with Software/Hardware /Intelligence Card/Circuitry system/Communication system:

In the event of any kind of tampering Hardware or Software or External Chips or Change in circuitry system or manipulation in internal communication system happening in the intelligent electronic cards/parts within warranty period which attributes to change in volume or manipulations of price or volume reading on display, shall be attributed to the negligence of DU supplier/ vendor and should have been prevented by DU supplier/ vendor , a penalty of 10% on the total value of Dispensing units supplied till that time against this tender will be levied. Vendor has to develop counter mechanism and upgrade it in all the DUs (without any extra cost) that were supplied with similar configuration / similar platform against this tender within six months of notice from AGCL.

In case the tampering (Hardware/Software/External Chips/Change in circuitry system/ Communication system) happens beyond warranty period which attributes to change in volume or manipulations of price or volume reading on display , a penalty of 10% on the CAMC PO value applicable during that financial year of incidence and for that model of dispensing units will be debited to the vendor .Vendor should ensure that all the tamper prone cards are replaced with cards having counter mechanism at all the DUs in a systematic manner within 6 months of notice from AGCL at no extra cost. This condition applies throughout the CAMC period. Bidder will not be responsible for fraud arising out of mechanical damage or physical changes made to the DU other than in electronic cards or by passing of the ERA for tampering. The term tampering of intelligent cards will be applicable where in there are

- 1) Un authorized software modifications in DUs
- 2) Inserting foreign devices which are not part of standard equipment with an ill intended purpose to alter the accuracy of deliveries/ camouflaging event logs
- 3) Dispenser not meeting the functionalities mentioned in the tender etc . The term also applies in case DUs do not detect or throw evidence of tampering in intelligent electronic cards which attributes to change in volume or

manipulations of price or volume reading on display and continues to function without providing an event log or an error.

In case the tampering re occurs on the same technical area of a dispensing unit in a similar fashion even after up gradation during CAMC period, a penalty of 10% on the CAMC PO value applicable during that financial year of incidence and for that model of dispensing units will be debited to the vendor.

Vendors have the option to upgrade dispensers once in three years for strengthening it against tampering with no additional outgo to AGCL.

Definition of Intelligent Cards: Pulsar Card, Control Card/CPU/ERA, Display Cards, E Cal card, Key Pad Card, Printer or any other cards with in the dispensing unit which sends and receives data.

All the pulser card communication to ERA shall be in secured and standard 256 Bit encryption with AES Type Duly Certified by CDAC or from any other Govt Approved Laboratory only.

Internal circuitry system should have self-designed system to check integrity of eco system within interval of 30 minutes (Preferably when dispensing is not happening) and stop functioning of DUs if any addition/alteration in standard E Card, I/C, Chip or circuitry system or communication system which contributes to manipulate volume or rate being displayed/fueled/printed/stored in /displayed or dispensed through DUs.

18.3 Comprehensive Annual Maintenance Contract (CAMC):

18.3.1 After the expiry of Warranty period, the CAMC has to be carried out for the supplied DUs in Retail Outlets.

18.3.2 The AMC shall be valid for a period of 4 Years from the date of completion of warranty period.

18.3.3 Coverage of Spares: The vendor shall supply all spares including nozzles and hoses as and when needed, under the AMC.

18.3.4 Time period for attending to breakdown complaints:

- Within 48 hrs from the time of the complaint.

18.3.5 Preventive maintenance modalities:

Preventive maintenance shall be done by vendor once in every two month. These preventive maintenance visits shall be scheduled @ 1 visit in a block of 2 months (i.e. Block of Jan-Feb, Mar-Apr and so on...). The gap between 2 preventive maintenance visits shall be minimum 30 days.

18.3.6 Payment to vendor:

(i) The Service report for completion of work for preventive and breakdown maintenance has to be signed by the Dealer / Manager and AGCL Officer and enclosed with bill submitted to AGCL Office for payment.

(ii) AGCL shall make all out efforts to make the timely payments within 30 days of submission of certified bills with proper reports. However AGCL shall not be liable for any payment as demurrages on account of late payment for whatsoever reason.

(iii) AMC rates are per DU / per nozzle and the payment for AMC will be released every two months for the actual work done for the corresponding months.

18.3.7 Coverage of dispensing Units: AGCL will furnish tentative list of Retail Outlets and DUs which are under coverage of the contract at the beginning of contract. AGCL will have right to reduce the number based on replacement during the contract.

- 18.3.8 Stamping of DUs:** The vendor shall render all assistance in getting the units stamped. However, stamping fee/other statutory charges, any incidental expenses shall be outside the purview of CAMC. One authorized representative of the vendor shall necessarily be present at the time calibration and stamping of DU through W&M Deptt. The vendor shall ensure and certify that all components in the DU including Pulsar module and its sub-components are in order and no external fittings are present.
- 18.3.9 Services to be provided free by AGCL:** RO Dealer shall provide utilities viz. electricity, water, compressed air, etc for and during the maintenance of Dus.
- 18.3.10 Risk purchase:** In case the service is not satisfactory in part or in full, AGCL reserves the right to get the services from any other source at the risk and cost of vendor. Amount spent in carrying out such jobs will be deducted from the vendor's bill. Recovery of requisite tax amount over and above the penalty amount shall be done from the vendor's bill.
- Exclusions:** Any damage to the DUs due to accident, natural calamity, mishandling etc, are out of the coverage of AMC and rectification thereof will be dealt separately.
- 18.3.11** The CAMC will be applicable only for the Dispensing Units, which are not in the warranty period. The vendor shall ensure that the unit is not under warranty period at the time of execution of CAMC contract.
- 18.3.12** The maintenance schedule and the checklist shall be prepared by successful vendor in line with the format applicable for different type of DUs and shall be approved by AGCL. AGCL shall have the liberty to amend the checklist as per their sole discretion and requirement.
- 18.3.13** The format should be printed by the vendor in triplicate in the form of a serial number booklet. The necessary certificate for completion of work for preventive and breakdown maintenance has also to be obtained and submitted to the Field Officer along with the bill.
- 18.3.14** The vendor, who will be awarded the job, shall be required to position their adequate nos. of service engineers, with a facility of dedicated telephone for booking the complaints. The Service Personnel should also have necessary license, if applicable, from Weights & Measures and other statutory bodies for repairing/calibration/stamping of metering units/ Dispensing units.
- 18.3.15** In case of emergency conditions, bandh/strike due to which, the service provider is unable to attend, the relaxation equal to the number of days the calamity exist deterring the vendor to attend the complaint or pay regular maintenance visit shall be granted. In case the job is not done despite granting relaxation, penalties as mentioned will be applicable along with applicable taxes.
- 18.3.16** The Dispensing Unit under CAMC may be transferred to any other location and in this case the vendor has to offer the CAMC for the remaining period to a new location if the AGCL so desires. AGCL on its part would make all necessary arrangements of installing the same and all costs regarding transportation, dismantling and reinstallation will be borne by the AGCL.
- 18.3.17** In case of damage due to voltage fluctuation, the vendor on first instance shall undertake the repairs and advise AGCL for remedial action. Any subsequent damage due to above shall be on AGCL account in case AGCL does not take the remedial action.

- 18.3.18 The vendor shall suitably position adequate technically qualified manpower so that complaints are attended promptly. The vendor should also position and maintain inventory points for spares of Dispensing Units at suitable locations for quick and prompt redressal of complaints.
- 18.3.19 The vendor should inform AGCL about any authorized addition / alteration of the equipments in a Dispensing unit or unauthorized activities performed on the Dispensing Units. All numbers of serially numbered parts should be included in the inspection report for establishing the same in future. In case of spurious parts (shall not include repaired parts) being found in DUs, same to be handed over to AGCL after replacement with proper documentation.
- 18.3.20 The vendor would submit computer generated monthly reports of nozzle wise downtime and maintenance, which could be verified by AGCL at any point of time by access to vendors computers as well as any other record available to AGCL. The report will have date and time of complaints logged and date and time of the problem rectified. In case of delay which is attributed to vendor, penalty amount as per contract, to be deducted by vendor while submitting the monthly bills for AMC. Vendor must submit bills with an item of applicable deduction in their bills.
- 18.3.21 The vendor has to submit a monthly report along with the bill specifying the lead time taken for attending the breakdown complaints. The signed report will have date and time of complaint logged and date and time of the problem rectified. In case of delay, reasons for the same have to be recorded.
- 18.3.22 In case of any DU is beyond repair at any point of contract it shall be declared scrap by vendor citing detailed technical reasons for the same and vendor shall be under obligation to declare the scrap value of such unit at no extra cost to AGCL. No additional visit shall be required for the same in case the DU is required to declare as scrap and same has to done on the first maintenance/ breakdown visit of that DU.
- 18.3.23 The preventive/breakdown maintenance reports shall be made DU wise i.e. separate report for separate DU. The preventive maintenance report should have the breakdown history details DU wise. The preventive/breakdown maintenance reports shall be submitted by vendor separately with the Monthly AMC bills. The reference of previous attended date for preventive maintenance of DUs shall be mentioned in the subsequent service report
- 18.3.24 **USE OF SAFETY ITEMS FOR WORKERS PROTECTION.** The vendor shall also provide Safety shoes, helmets, belts, Gloves and any other Personal Protective Equipments (PPE) as required to all of his workmen working at site.
- 18.3.25 Successful bidder shall be required to give an undertaking that the bidder shall not engage child labour as per various labour laws applicable to them. The bidder shall undertake to comply with various legislations, as may be applicable from time to time. Any entity making a fake claim would have its contract terminated forthwith, if detected later.
- 18.3.26 Vendors should assume complete responsibility for ensuring authorized representatives for CAMC/ Warranty activities. Vendor should also assume complete responsibility of satisfactory performance of the equipment during CAMC / Warranty period. For carrying satisfactory and prompt service during contract period, bidders have to ensure availability of all kinds of spare parts in sufficient quantity. Bidder has to give consent for the same. Vendors must provide list of their authorized service engineers with their, name, designation and address to AGCL Office every month

along with the monthly AMC bills.

- 18.3.27 Vendor to undertake that due to usage / malfunctioning of such Dispensing Unit, if any litigation / prosecution is initiated against Purchaser or its Dealer; or Assam Gas including its Chairman, Directors, Employees, Officers etc. or its Dealer incurs any loss, damages, expenses, cost, charges etc., Supplier at all times shall indemnify and keep Assam Gas Company Ltd indemnified therefore at all times whatsoever.
- 18.3.28 Vendor undertake that due to detection of any unauthorized or additional devices / tampering in the electronic circuit in the Dispensing Unit, if any litigation / prosecution is initiated against Purchaser or its Dealer; or Assam Gas Company Ltd including its Chairman, Directors, Employees, Officers etc. or its Dealer incurs any loss, damages, expenses, cost, charges etc., Vendor at all times shall indemnify and keep Assam Gas Company Ltd indemnified therefore at all times whatsoever. In case any additional or unauthorized devices / unauthorized tampering in the electronic circuit is detected, complete details should be given and AGCL Sales officer to be informed immediately. Failing to comply with the above, the AMC vendor will be held responsible for the same.

19. QUALITY ASSURANCE PLAN & SPECIFICATIONS

- 19.1.1.1 The detailed technical specifications including the Functional requirements of Dispensing Units for this tender is provided in the Technical Specification above. The successful bidder has to submit a detailed QAP substantiating compliance to each & every parameter of technical specification. The documentation / certificates / test reports are required to be submitted. The QAP shall be approved by AGCL.
- 19.1.1.2 Following approvals are forming part of pre-qualification criteria and should be mandatorily submitted along with the tender as mentioned in NIT: I. Chief Controller of Explosives (PESO) II. Dept. of Legal Metrology (Weights and Measures Deptt. Govt. of India), III. OIML IV. UL / CE-ATEX
- 19.1.1.3 The successful vendor has to submit the detailed test procedures for compliance of technical parameters mentioned against above to ERTL / SAMEER /CDAC / ARAI along with the DU prototype for each of the DU model (for which the LOA has been issued) confirm to AGCL along with supporting documentary evidence including proof of acknowledgement.
- 19.1.1.4 The requisite certifications / test reports from ERTL / SAMEER /CDAC / ARAI shall be submitted to AGCL; failing which AGCL reserves the right to terminate/offload whole/part of the Work to other qualified bidders for that DU model (subject to their meeting turnover and capacity criteria) in their original proportion of allocation and / or get the same executed by any other alternative vendor. AGCL's decision in this regard shall be final and binding on the vendors.
- 19.1.1.5 Detailed factory test procedures specific to each compliance point of specifications (in line with the DU specifications) shall be submitted to AGCL within a period of 15 days of issuance of LOA. This detailed QAP & Test Procedures shall be evaluated by AGCL/any other agency appointed by AGCL and suitable amendments may be issued accordingly as per requirement. AGCL may decide to issue guiding details to vendors on the various test points on specifications to be covered by vendor while formulating QAP & Test procedure for ensuring uniformity among all vendors within 15 days from submission of test procedures by Vendor.
- 19.1.1.6 TPI agency shall be in the scope of successful bidder, However the TPIA shall be approved by AGCL. The TPIA scope of inspection shall cover the performance of one DU per every DU or part thereof and 100% checking of documentation, quality of packing (Sea worthiness), Inland transportation and Markings as

- applicable.
- 19.1.1.7 Clearance by any TPIA in any way shall not absolve OEM/ vendor of his responsibility for supplying the DU complying with DU specifications on every parameter as per tender conditions and technical specifications/ requirements during the entire currency of the contract. Successful vendor supplying the DU shall be solely & fully responsible for meeting the specifications & its functionalities in toto.
- 19.1.1.8 AGCL further at its discretion during the currency of entire contract (Warranty+ CAMC) period may get the DU tested at any expert lab as decided by AGCL. Any deviations observed shall be dealt in accordance with the contract conditions; besides vendor shall be under obligation for implementing the corrective solution for all such applicable DUs at no extra cost & consequences to AGCL. For all such failures the entire testing costs shall be borne by Vendor.
- 19.1.1.9 Materials offered should conform to the specifications as per AGCL specification sheet attached here to. Bidder should mention the Brand name, Make & Model and enclose literature / pamphlets, related sketches and drawings giving comprehensive details of the Materials and the maintenance showing the complete view of the materials along with the technical bid. Bidders may also enclose copies of Test Reports, if any, and design and performance chart etc. for the equipment offered against the tender.
- 19.1.1.10 Bidders found not complying with specifications in toto at a later date during deliveries or within the warranty / CAMC period – are to replace / repair the defective part or rectify the system as per specifications without any extra cost to AGCL. Failure of bidders to do so, within the stipulated time period (as decided at a later date during the occurrence of the event) shall warrant forfeiture of PBG and any other action including holiday listing as deemed fit by AGCL
- 19.1.2 REJECTION OF SUPPLIES:
- 19.1.2.1 The supplier should note that it is not incumbent upon Company to check and test each and every item out of the consignment received and Company will make only random checks in accordance with the approved 'QAP & Specifications' above. The supplier should, therefore, take note of all the requirements before submitting his quotation.
- 19.1.2.2 The supplier shall make their own arrangements to take back such rejected consignment, purely at their own cost and replace the same with a new DU at no extra cost and consequences to AGCL. If the supplier fails to take back the defective consignment and / or replace the defective material within a period of 15 days from the date of rejection, Company shall be free to dispose of the rejected material and also replace the rejected material at the risk and cost of the supplier. Materials that have been dispatched by Road / Rail and rejected after arrival at destination may be taken back by the vendor either at the Station where they were rejected or at the station from which they were sent.

20. INSPECTION, CHECKING & TESTING

The materials / equipment shall be subject to inspection and testing by the Vendor before dispatch. Unless otherwise specified in the tender, the Third-Party Inspection agency will carry out the inspection as per AGCL'S scope of inspection and approved QAP for which all necessary arrangements will have to be made by vendor including co-ordination with the inspection agency. The Third-Party Inspection charges will be a part of vendor's basic cost of the equipment / material. That is, the rates quoted by vendor for the equipment/material is inclusive of inspection charges unless specified otherwise. The above inspection will be without prejudice to accepted Guarantee / Warranty

Bidder shall arrange independent third-party inspector from List of Recommended TPIA (attached with this Tender) for carrying out all necessary

inspections and review of test results/reports etc at their premises before dispatch of each Dispensing Unit (DU). Third Party Inspection (TPIs) as per approved QAP of AGCL. Third Party Inspection shall be in vendor's scope and no extra charges toward the same shall be payable for the same. TPIA report as per QAP

INSPECTION

- a) 100% dispensers shall be offered for inspection to 3rd Party Inspection Agency (TPIA) appointed by successful bidder, from the approved TPIA list of AGCL.
- b) For the inspection of DU's, arranging of Third- Party Inspection and coordinating between TPI/AGCL is entirely the responsibility of successful bidder and in no case the same should not affect the delivery schedule. If so (delay in delivery), the same will be bidder(s) account.
- c) Copies of all approval / certificate for the above to be submitted to AGCL, as directed.
- d) All the inspection reports date wise are required to be recorded, signed by authorized technical representative of the vendor and verified by TPIA.
- e) TPI shall be approved by the company. however, the payment to the TPI will be done by the vendor
- f) TPI is must. AGCL inspection shall be done time to time otherwise also, even to ascertain the quality and to audit TPI works as well.
- g) AGCL approved Third party inspection agencies are DNV / IRS / SGS/ ICS/ BVQI, However AGCL has the right to add/ delete any parties as deemed fit to company.

21.PACKING AND MARKING:

- 21.1 All materials shall be suitably wooden crate packed in weatherproof, sea-worthy packing for ocean transport under tropical conditions and for rail and road or other appropriate transport in India. The packing shall be strong wooden packing and efficient enough to ensure multiple handling safe perseverance upto the final point of destination. Corrugated boxes packing are accepted, however, it should withstand multiple loading / unloading/ handling and transportation. Also, suitably water proof materials should be used in order to stop water seepage during storage. Further details are mentioned in specification.
- 21.2 The vendor shall be held liable for all damages / losses due to the defective or insufficient packing. On three sides of the packages, the following marks shall appear clearly visible in indelible paint and on vendor's care and expense. For : ASSAM GAS COMPANY LTD Order No. : Rev.No. : Item Description : Net Weight : ___ Kgs. Gross Weight : ___ Kgs. Case No. : _____ of ___ Total cases Dimensions : Import Licence No : Date of Manufacture
- 21.3 For every order and every shipment/dispatches packages must be marked with serial progressive numbering. All packages will bear warning signs on the outside denoting the centre of gravity and sling marks. Packages that require special handling and transport should have their centres of gravity and points at which, they may be gripped clearly indicated and marked 'Attention Special Load Handle with Care' in English language. Any other direction for handling shall also be clearly indicated on the packages. Top heavy containers will be so marked either Top Heavy or Heavy Ends.
- 21.4 To have a clear distinction for 2 years warranty & 4 years CAMC, the vendor has to mark "2+4" suitably on the body or plate of all the DUs supplied against this

- contract.
- 21.4.1 Shipment / Consignment:
- 21.4.2 All materials are to be dispatched by Road only unless otherwise instructed. The vendor shall make dispatch only after inspection, testing and release order / material acceptance certificate issued by AGCL unless otherwise specially advised in writing. In the event of vendor having been advised to hold the materials for any reason whatsoever the vendor shall hold the material in his/its warehouse for at least 30 days without any compensation or without any prejudice to any reduction in price already accrued on account of delays.
- 21.4.3 Vendor shall exercise due care and ensure that consignment (s) are transported and goods shall be dispatched by most economical and expeditious mode of transport to the destination.
- 21.4.4 Vendor will be responsible to bear all expenses which may arise due to improper / insufficient / defective documentation while dispatching materials / advising AGCL according to the terms of the Contract. Similarly, Vendor shall be responsible for the delay and / or demurrage in clearance of the consignment due to delay in transmittal of the proper / needful documents.
- 21.4.5 If at the time of the receipt of consignment any of the marked part of the materials is found missing the vendor has to arrange for the same on his own cost. The AGCL will not take any responsibility for any missing/stolen material during the course of shipment.
22. **DECLARATION**
- 22.1 The Vendor certifies that the Dispensing units supplied by them to Purchaser under this contract are of best quality and workmanship and new in all respects and are strictly in accordance with the specifications and particulars mentioned in the tender document / Contract.
- 22.2 The Vendor shall guarantee that the Dispensing Units supplied would continue to be of the same quality and give required output as stipulated under Warranty / CAMC Period.
- 22.3 The Vendor further guarantees that, notwithstanding the fact that the Quality Assurance and Specifications of the said Dispensing Units may have been inspected or approved by Purchaser, if the said Dispensing Units are discovered not to conform to the description and quality aforesaid and also not giving satisfactory performance or have deteriorated in condition, Purchaser shall be entitled to call upon the Vendor to rectify or replace the Dispensing units or such portion thereof as is found to be defective at no cost to Purchaser within a reasonable period or such specified period as may be allowed by Purchaser in its sole discretion, and in such an event, the above period of guarantee / CAMC shall apply to the Dispensing Units rectified and/or replaced from the date of rectification and/or replacement mentioned in warranty/CAMC thereof.
- 22.4 Further, the vendor undertakes that due to usage / malfunctioning of such Dispensing Unit, if any litigation / prosecution is initiated against Purchaser or its Dealer; or AGCL including its Chairman, Directors, Employees, Officers etc. or its Dealer incurs any loss, damages, expenses, cost, charges etc., Supplier at all times shall indemnify and keep AGCL indemnified therefore at all times whatsoever.
- 22.5 The decision of AGCL on the above aspects shall be final and binding on the vendor.
23. **SPARE PARTS** The vendor shall ensure availability of spare parts after completion of warranty period / during CAMC period on need basis
24. **COMMISSIONING OF EQUIPMENT:** Vendor should advise in advance the pre-installation requirements including schematic drawings so as to enable Purchaser to carry out the basic works for installation of the equipment and arrange complete erection work. However, vendor should depute their personnel for supervision of erection & commissioning works.

25. PENALTY

Penalty against detection of tampering:

Within Warranty Period:

In the event of any kind of tampering (Hardware/Software/ External Chips/Change in circuitry system) happening in the intelligent electronic cards within warranty period, which can be attributed to the negligence of DU/MPD vendor by not providing tamper proof intelligent cards or should have been prevented by DU/MPD vendor, a penalty of 10% on the total value of Dispensing units Tender Contract (excluding CAMC value) will be levied. Vendor has to develop counter mechanism and upgrade it in all the DU/MPDs that were supplied with similar configuration / similar platform against this tender within six months of notice.

Total Value of Dispensing Units shall mean the landed cost at supply point including all taxes and duties but excluding CAMC value for all the DUs for which PO is placed.

Beyond Warranty Period and within CAMC period:

In case the tampering (Hardware / Software/ External Chips/ Change in circuitry system) happens beyond warranty period, a penalty of 10% on the CAMC PO value (including all taxes) applicable during that financial year of incidence and for that model of dispensing units supplied against the concerned tender will be debited to the vendor. Vendor should ensure that all the tamper prone cards are replaced with cards having counter mechanism at all the DU/MPDs in a systematic manner within 6 months of notice from AGCL at no extra cost. The clause is also applicable in an instance where tampering re-occurs even after upgradation.

This condition applies throughout the CAMC period. Bidder will not be responsible for fraud arising out of mechanical damage or physical changes made to the DU other than in electronic cards or by passing of the ERA for tampering. The term tampering of intelligent cards will be applicable where in there are (1) Unauthorized software modifications in DUs (2) Inserting foreign devices which are not part of standard equipment with an ill intended purpose to alter the accuracy of deliveries/ camouflaging event logs (3) Dispenser not meeting the functionalities mentioned in the tender etc. The term also applies in case DUs/MPDs does not detect or throw evidence of tampering in intelligent electronic cards and continues to function without providing an event log or an error.

Vendors have the option to upgrade dispensers once in three years (or even earlier) for strengthening it against tampering with no additional outgo to AGCL. However, such upgradation should be done with prior written communication to AGCL giving reason and justification for such upgrade.

Penalties against Maintenance Visits:

Preventive Maintenance Visits – During Warranty / CAMC Periods

Penalty will be charged for not visiting the Retail outlet for preventive maintenance during the warranty /CAMC period. Penalty will be @ Rs 500/- per nozzle per day and will be restricted to an amount of Rs 5000/- per RO for

lapse of each preventive visit. Applicable taxes on all penalty amounts shall be to vendors' account.

Breakdown Maintenance Visits - During Warranty / CAMC Periods

For any Dual DU irrespective of number of nozzles, the penalty (which is @ Rs 1000/- per nozzle per day) will be restricted to an amount of Rs 40000/- for the complete Dual DU, being non-operational for a period upto 120 days. However, beyond the period of 120 days the applicable penalty will be limited to the basic price of the Dual DU.

The absence of authorized representative for Supervision of commissioning shall also attract penalty. The intimation regarding proposed date of commissioning of the DU to the authorized service provider shall be given by respective Divisional office two (02) weeks in advance. The penal realization shall be @ Rs.500 per nozzle per day. Applicable taxes on all penalty amounts shall be to vendors' account.

Exclusion of Penalty: Exclusions to above shall be in event of force majeure, which is defined in GCC of the Tender document.

PENALTY REALISATION:

- i. For calculation of penalty, the details of nozzle-wise break-down as stated above shall be submitted by the vendor to AGCL Territory Officer on monthly basis showing clearly the amount of penal charges. Normally, the AGCL Territory Officer will compile/verify the same on monthly basis for recovery of the same from the vendor. The vendor will be given 15 days time to respond in case of any discrepancy. In case of no further response from the vendor, the penal realization amount is deemed to have been accepted by the vendor and the vendor has to deposit the entire amount by mode of DD payable at respective offices within a period of another 15 days failing which the amount will be realized from other pending bills.
- ii. In case the vendor does not submit any report for maintenance failures in line with the provisions as stated above, AGCL would be free to take any action in this regard including encashment of PBG.

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ANNEXURE-C

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

ELIGIBILITY CRITERIA:

1.0 TECHNICAL CRITERIA:

BIDDER'S CAPABILITY AS A MANUFACTURER AND SUPPLIER:

a) Bidder should be a Manufacturer of Electronic type MS /HSD Dispenser of DUO and Multiple Product Dispensers (MPDs) as on due date of bid submission.

Documents Required:

1. Factory License OR Pollution Control Board certificate OR NSIC certificate OR any other Statutory document clearly indicating that bidder is Manufacturer.

2. The documents/licenses as per Sr. No.1 above shall specify the manufacturing range OR shall indicate that the bidder is a manufacturer of the tender item. In case, the tender item details are not mentioned in the above documents, a certificate from TPIA (after factory inspection) stating that Bidder is a manufacturer of the tendered item be submitted. For this purpose, bidder shall engage a TPIA who is registered under "NABCB accredited bodies as per requirement of ISO/IEC17020 as Type A" in QCI NABCB.

b) The bidder should have successfully supplied at least 100 nos each of MS/HSD (DUO) dispenser units during continuous 12 months period in the last 5 (five) years ending on last day of the month previous to the one in which tender is invited, aggregating various orders. The supplies shall be carried out against the orders placed by Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/ large & reputed Private Sector company in India engaged in MS/HSD business.

Documents Required:

List of Invoices of any continuous 12 months period issued by the bidder in the last 7 years ending on last day of the month previous to the one in which tender is invited, totalling to at least 100 duo or 100 Nos OF MPD Pumps (Electronic). Information should be provided in the following format:

Sr. No.	Invoice No.	Invoice date	Quantity supplied (nos.)	Dispenser Type	Sold-to-party	Purchase order no. issued by the buyer

Bidder may be required to submit the corresponding invoices if required during BQC Evaluation. The price part of the documents can be blanked out, if the bidder so desires. All documents mentioned under Technical Criteria (a) and (b) should be duly verified and certified by TPIA who are registered under "NABCB accredited bodies as per requirement of ISO/ IEC17020 as Type A" In QCI NABCB website (link of website is as follows- nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php) as on date of verification of documents. The verification and certification should be "verified from original" and include name and contact details of certifying officer, TPIA name with address of TPIA branch undertaking the certification. The successful bidder will be required to submit the hard copy of the same with original TPIA stamp to AGCL.

2.0 FINANCIAL EVALUATION CRITERIA:

- a) The bidder should have achieved a minimum average annual financial turnover of Rs. 1.79 Crores as per Audited Balance sheet and P&L Statement, in the last three accounting years prior to due date of bid submission.

- b) Networth of the bidder or its holding company should be positive in the last accounting year. The net worth is defined as Share Capital+ reserves & Surplus

Documents Required for Financial Criteria:

1. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts for previous three financial years along with the Bid to establish Bidder's conformance to financial criteria and prove existence since three years.

2. In case a bidder (a Parent Company) is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.

3. Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not prepared & audited, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the parent company certifying that separate annual report of bidder is not prepared and audited.

4. In case the financial year closing date is within 6 months of original bid due date and Audited annual report of immediately preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year.

In case the financial year closing date is within 6 – 9 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements.

In case the financial year closing date is beyond 9 months of original bid due date, it is compulsory to submit the financial details of the immediate three preceding financial years.

Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is

after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

Bids may be submitted by: The bids may be submitted by an Indian vendor. The Indian vendor should have completed 3 financial years after date of commencement of business. JV/Consortium bids will not be accepted.

In case bidder is a Group Company and does not fulfil the Bid Qualification Technical Criteria by themselves, then credentials of Parent/ other Group companies shall be considered to establish the Technical Criteria (Clause I (a) and (b) of Bid Qualification Criteria.

In such a case, back-to-back guarantee (specific to the tender) shall be provided by the Parent/other Group company, clearly stating that the Parent /other Group company shall fulfill the contractual obligations for Supply, Service and Warranty of the tendered item in case of failure of the bidder. Group Companies can either be a Parent Company, Direct subsidiaries and Indirect Subsidiaries:

a) **Group Companies – Parent Company and Direct Subsidiaries:**

If the parent company directly holds 51% or more of the equity share capital in their subsidiary companies, then such subsidiary companies are called direct subsidiaries and shall be considered as part of group companies.

OR

b) **Group Companies- Parent Company and Indirect Subsidiaries:**

c) If Direct subsidiary of the Parent Company holds 100% of the equity share capital in their subsidiary companies (including 100% subsidiary companies of 100% subsidiary companies), then such subsidiary companies are called indirect subsidiaries and shall be considered as part of group companies.

d) **Document required in evidence of Group Companies:**

e) 1. Company Profile 2. Annual report 3. Letter from Parent / Subsidiary Company giving details of holding. Only one Subsidiary or a Group company can participate in the tender. In such a case, the Parent/other Group companies cannot participate in the tender.

3.0 COMMERCIAL EVALUATION CRITERIA:

3.1 The bids are to be submitted in single stage under Two Bid System i.e., Techno-Commercial Bid/Technical Bid and Financial Bid/BOQ together. Only the Price Bid should contain the quoted price.

3.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

3.3 Bid Documents/User Id & Password for E-Tender portal are not transferable.

3.4 Any bid received in the form of Physical document/E-mail will not be accepted.

3.5 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

3.6 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white

- fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 3.7 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 3.8 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Financial Bid/BOQ" tab in the main bidding engine of E-Tender portal; otherwise, the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical " Tab Page only.
- 3.9 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- i. Firm price
 - ii. Period of validity of Bid
 - iii. Price Schedule
 - iv. Performance Bank Guarantee / Security deposit
 - v. Delivery / Completion Schedule
 - vi. Scope of work
 - vii. Guarantee of material / work
 - viii. Liquidated Damages clause
 - ix. Tax liabilities
 - x. Arbitration / Resolution of Dispute Clause
 - xi. Force Majeure
 - xii. Applicable Laws
- 3.10 There should not be any indication of quoted price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 3.11 Bid received with validity of offer less than the specified days as incorporated in the Forwarding Letter will be rejected.
- 4.0 **EVALUATION CRITERIA:**
- 4.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on AGCL.
- 4.2 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

- 4.3 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 4.4 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 4.5 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 4.6 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 4.7 In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 4.8 Price Bids shall be evaluated on overall lowest cost to AGCL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

4.9 **GOODS AND SERVICES TAX:**

- 4.9.1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

- 4.9.2 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in the Price Bid Format.

4.9.3 Where the AGCL is entitled to avail the input tax credit of GST:

AGCL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable AGCL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

4.9.5 Where the AGCL is not entitled to avail/take the full input tax credit of GST:

AGCL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including GST.

4.9.6 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the AGCL on account of any error on the part of the contractor.

4.9.7 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to AGCL.

4.9.8 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

4.9.9 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

4.9.10 AGCL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where AGCL is entitled for input credit of GST, the same will

be considered for evaluation of bid as per evaluation methodology of tender document.

4.9.11 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

4.9.12 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by AGCL on the Purchase Order/Contracts will be binding on the bidder.

Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

4.9.13 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

4.9.14 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by AGCL. In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then AGCL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by AGCL.

4.9.16 Price Bids shall be evaluated on overall lowest cost to AGCL (L-1 offer) basis i.e. considering total quoted price for all goods/services including applicable GST (CGST & SGST/UTGST or IGST).

4.9.16.1 To ascertain the inter-se ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT, as under:

4.9.17 As GST is being taken into account for the purpose of evaluation of bids, then the rate of GST as prevailing on the date of bid closing will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of GST after the date of bid closing but prior to

award of the contract due to which there is any change in the original ranking of bidders, then the bidder who has emerged lowest based on the rate of GST as prevailing on the date of bid closing would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate.

4.9.18 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

5.0 GENERAL:

5.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

5.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

5.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

5.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

5.5 AGCL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

5.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to AGCL as and when asked for.

6.0 PURCHASE PREFERENCE CLAUSE:

6.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference to Micro and Small Enterprises is applicable for this tender.

- 6.1.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 6.1.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 6.1.3 Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16th June 2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only up to the 31st December, 2021.

Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs.

- i. Udyam Registration Number with Udyam Registration Certificate
or
- ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

- 7.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

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APPENDIX C1

Format of undertaking by Bidders towards submission of authentic information/documents

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

To,
Dy. GM- Retail Business
Assam Gas Company Limited
Duliajan-786602

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, AGCL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory:

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

#####

APPENDIX C2

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s (Name of the Bidder) for the last 03(Three)completed accounting years upto.....(as the case may be)are correct:

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

APPENDIX C3

(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE OFFICIAL LETTER HEAD OF THE BIDDER)

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref : Note 'b' under Clause 2.2 Financial Criteria of BEC/BRC of Tender No. -----

=

I _____ the authorized signatory(s) of _____ (Company or Firm name with address) do hereby solemnly affirm and declare/ undertake as under:

The balance sheet/Financial Statements for the financial year _____ have actually not been audited as on the Original Bid Closing Date.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

ANNEXURE-D

PURCHASE ORDER ACCEPTANCE

To
M/s. AGC Limited,
Duliajan

Sub: Purchase Order No.-----

Dear Sir,

Having examined the Item Specification, Rates, Terms & Conditions, Notes of the Purchase Order, General Purchase Condition and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly

acknowledged, we the undersigned accept to perform/execute the above Purchase Order in conformity with the said conditions of Purchase Order. We undertake, to execute the purchase order as per the delivery schedule of the order.

We will also submit PBG (If applicable) as per the order terms for the execution

Dated this _____ day of _____ 20__.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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ANNEXURE-E

PERFORMANCE SECURITY FORM

TO,
Assam Gas Company Limited
Duliajan - 786 602
Assam, India

WHEREAS _____ (Name and address of supplier/Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of PO/Contact No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO: IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and E mail address:.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted upto Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after ..(Date of expiry of the Bank Guarantee Plus Minimum of 1-year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail

address:

SIGNATURE AND SEAL OF THE GUARANTORS: _____

Designation: _____

Name of the Bank: _____

Address: _____

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ANNEXURE - F

RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, "Appendix F1" along with the technical bid.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Validity of Registration:

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

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a county which shares a land border with India "for the purpose of this Order means: -

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

IV. The beneficial owner for the purpose of (III) above will be as under:

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

Explanation –

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or

together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

7. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

APPENDIX F1

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)

Ref. No. _____ Date: _____

Assam Gas Company Limited
DULIAJAN, ASSAM, INDIA

Subject: Tender No. _____ Date: _____

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, AGCL has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Désignation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note: This form should be returned along with offer duly signed.

DISCLAMIER:

1. Though adequate care has been taken while preparing the Tender/ Bid documents, the Bidder(s) shall satisfy themselves that the document is complete in all respects. Any discrepancy shall be intimated to ASSAM GAS COMPANY LIMITED immediately. If no intimation is received from any Bidder within five (5) days from the date of notification of TENDER DOCUMENT/Issue of the TENDER DOCUMENT, it shall be considered that the TENDER DOCUMENT is complete in all respects as received by the Bidder, and there are no concerns on any point, which needs clarification by the Bidder.
2. AGCL (ASSAM GAS COMPANY LIMITED) reserves the right to cancel, modify, amend or supplement at its sole discretion this Tender document including all formats and Annexure at any moment of time. No queries will be entertained in this respect.
3. While this Tender has been prepared in good faith, neither ASSAM GAS COMPANY LIMITED nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.
4. The Bidder / Vendor shall keep all proceedings of this Bid/ tender absolutely confidential. At no point of time shall the Bidder/Vendor share / disclose/ discuss / intimate /publish the details of Bids to any of company's competitors, other bidders etc. The standard clause of confidentiality mentioned in General Conditions of Contract would be applicable.
5. To safeguard company's interests to its complete extent, the Bidders / Vendors shall not cartel, and join hands with each other to make the unscrupulous gains.