

# Tender for 'FABRICATION, SUPPLY & TRANSPORTATION OF STEEL

# UNDERGROUND TANKS FOR RETAIL OUTLETS IN ASSAM AND NEARBY STATES WITH FRAME WORK AGREEMENT FOR 2 YEARS WITH ALL TECHNICALLY RESPONSIVE BIDDERS.

(OPEN DOMESTIC COMPETITIVE e-BIDDING)

**BID DOCUMENT NO.** 

AGCL/RB/UST/2023-24/138/03

Assam Gas Company Limited, Duliajan

Dist.: Dibrugarh Pin- 786602 (Assam)

Ref. No: AGCL/RB/US1/2023-24/138/03	Date:
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То	

## **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.

- 1.0 BRIEF SCOPE: Tender for supply of approximately 104 nos. mild steel underground storage tank (ust) of capacities of 25kl and 30-kl within a period of 1 year from issue of LOI / Purchase order whichever is earlier with a framework agreement for 2 years with all technically responsive bidders. Bidder shall provide fabricated Tanks to Assam Gas Company Ltd across Assam, Meghalaya, Manipur, Arunachal Pradesh and Nagaland in the Retail Outlets of AGCL. 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:// 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/UST/2023-24/138/03	
b.	Type of Bid	Single Stage-2(two) Bid System	
C.	Tender Fee: Non-	INR 10,820.00	
	Refundable*		
d.	Last Date of receipt of	As indicated in e-tender portal	
	Pre-Bid Queries		
e.	Pre-bid conference	As indicated in e-tender portal	
f.	Venue of Pre-Bid	Assam Gas Company Limited ,6th Floor Central Mall,	
	Conference	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	To be intimated separately to the successful bidders	
	& Time		

j.	Bid Submission Mode	Bid should be uploaded in e-procurement portal of Govt. of Assam i.e. www.assamtenders.gov.in.
I.	Bid Opening Place	Technical bids will be opened online
m.	Bid Validity	120 days from date of Closing of bid
n.	Bid Security*	Please Refer attached Table
О.	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 etender website, 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.,6<sup>th</sup> floor, Central Mall, Christian Basti, Guwahati Phone: 9435350001, E-mail:Samarjit.neog@agclgas.com; 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	:	DRAWINGS AND STANDARDS
APPENDIX-B2	:	QAP
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

**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 withthe 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 <u>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND</u> 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
- 6.3To 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 Tank 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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# **Table for Experience and EMD.**

Item/ Group	Item Description	Quantity	Units	Annual Turnover in INR	Single order value in INR	Two orders- value each in INR	Three orders- value each in INR	EMD value in INR
1	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Tinsukia and Dibrugarh Districts	10.00	Nos.	52,00,000.00	83,20,000.00	52.00.000.00	41,60,000.00	2,08,000.00
	Landed cost of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Tinsukia and Dibrugarh Districts	10.00	Nos.		03,20,000.00	52,00,000.00		
2	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Sibsagar, and Choraideo Districts	2.00	Nos.	10,40,000.00	16.64.000.00	10,40,000.00	8,32,000.00	41,600.00
2	Landed cost of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Sibsagar, and Choraideo Districts	2.00	Nos.		10,04,000.00			
3	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Jorhat ,Majuli and Golaghat Districts	5.00	Nos.				20,80,000.00	1,04,000.00
3	Landed cost of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Jorhat , Majuli and Golaghat Districts	5.00	Nos.	26,00,000.00	41,60,000.00	26,00,000.00	20,00,000.00	1,04,000.00

4	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Nogaon Morigaon Districts	4.00	Nos.	20,80,000.00	33,28,000.00	20,80,000.00	16,64,000.00	83,200.00
	Landed cost of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Nogaon Morigaon Districts	4.00	Nos.	20,00,000.00	33,25,000.00	20,00,000.00	10,04,000.00	
5	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Cachar, Karimganj and Hailakandi Districts	10.00	Nos.	F2 00 000 00	83,20,000.00	F2 00 000 00	41 60 000 00	2.08.000.00
3	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Cachar, Karimganj and Hailakandi Districts	10.00	Nos.	52,00,000.00	03,20,000.00	52,00,000.00	41,60,000.00	2,08,000.00
6	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in North Cachar, DimaHasao and KarbiAnglong Districts	for Motor spirit/ High speed cessories as specified in fication and Approved are Tender document for orth Cachar, DimaHasao	15 60 000 00	24,96,000.00	15,60,000.00	12,48,000.00	62,400.00	
	Landed cost of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in North Cachar, DimaHasao and KarbiAnglong Districts	3.00	Nos.	15,60,000.00	_,,,,,,,,,		, 1,22233	
7	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in North Lakhimpur, Dhemaji Districts	3.00	Nos.	- 15,60,000.00	24,96,000.00	15,60,000.00	12,48,000.00	62,400.00
ŕ	Landed cost of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in North Lakhimpur, Dhemaji Districts	3.00	Nos.		21,00,000.00			
8	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Darrang & Sonitpur Districts	4.00	Nos.	20,80,000.00	22 29 000 00	20 90 000 00	16 64 000 00	93 200 00
	Landed cost of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Darrang & Sonitpur Districts	4.00	Nos.	20,00,000.00	33,28,000.00	20,80,000.00	16,64,000.00	83,200.00

Note:	The bidders have to refer the above table while submitt value/values as	• .		•			i.e. they have to	pick up the
						2,70,40,000.00		10,81,600.00
	Landed cost of fabricated 30KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Nalbari ,Barpeta ,chirang and Baksa districts	3.00	Nos.		,,	,,,,,,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	. ,
11	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Nalbari ,Barpeta ,chirang and Baksa districts	3.00	Nos.	15,60,000.00	24,96,000.00	15,60,000.00	12,48,000.00	62,400.00
10	Landed cost of fabricated 30KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Goalpara, Dhubri, Bongaigaon & Kokrajhar districts	5.00	Nos.	- 26,00,000.00	41,60,000.00	26,00,000.00	20,80,000.00	1,04,000.00
10	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Goalpara , Dhubri, Bongaigaon & Kokrajhar districts	5.00	Nos.					
9	Landed cost of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Kamrup & Kamrup Metro	3.00	Nos.	15,60,000.00	24,96,000.00	15,60,000.00	12,48,000.00	62,400.00
	Landed cost of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document for Retails outlets situated in Kamrup & Kamrup Metro	3.00	Nos.	45 00 000 00	04.00.000.00	45.00.000.00	40 40 000 00	00,400,00

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## **ANNEXURE-A**

## <u>Instruction to Bidders & General Conditions of Contract (GCC)</u>

## 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 Fabrication, 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 <u>Appendices A1 to A8</u> and <u>Appendices C1 to C3</u>. The above Appendices shall be duly filled in without any alteration to AGCL's proforma. The above Appendices along with all other technocommercial 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.(proforma-A2)
- 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, 2017and 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-Profiteering 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 21<sup>st</sup> August 2019, EMD should be paid through online by logging into Govt. of Assam e-tendering website <a href="https://www.assamtenders.gov.in">www.assamtenders.gov.in</a> 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:
- i) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- ii) 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/Franking 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 / tieing/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 trucls/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 lisences, 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 entirely 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 COMPARISION 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.

#### 

## **APPENDIX A1**

## **BID SUBMISSION PROFORMA**

Assam Gas Company Limited Duliajan
Subject: Tender No
Dear Sire

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: EMIAL ADDRESS: Note: This form should be returned along with offer.

# ### APPENDIX A2

**Price Schedule Proforma** 

Name of Work: FABRICATION, SUPPLY & TRANSPORTATION OF MILD STEEL UNDERGROUND TANKS FOR RETAIL OUTLETS IN ASSAM AND NEARBY STATES WITH FRAME WORK AGREEMENT.

Contract No: AGCL/RB/UST/2023-24/138/03

Name of the Bidder/ Bidding Firm / Company: PRICE SCHEDULE

	PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)									
	mplate must not be modified/replaced by the bidder and the			Name ar	d Values only)					
NUMBER #	TEXT # Item Description	NUMBER # Quantity	TEXT # Units	NUMBER HSN/SAC No	NUMBER#	NUMBER GST	NUMBER #	NUMBER # TOTAL AMOUNT	TEXT # TOTAL AMOUNT In Words	
No.	item bescription	Quantity	Units	HSN/SAC NO	Figures To be	Amount in	Without Taxes	With Taxes	TOTAL AMOUNT III WORDS	
					entered by the Bidder in	INR	col (13) = (4) x (7)	col (14) = sum (8)		
					Rs. P	Rs. P	in Rs. P	to (13) in		
								Rs. P		
1	2	4	5	7	7	9	13	14	15	
1	Supply of fabricated 25 KL and 30 KL Horizontal Underground Storage Tank for Motor Spirit/ High Speed									
	Diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved									
	Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Tinsukia and Dibrugarh									
	Districts									
	Supply of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and									
1.01	accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document	10.00	Nos				0.00	0.00	INR Zero Only	
	including TPIA for Retails outlets situated in Tinsukia and Dibrugarh Districts									
	Transportation cost including loading and unloading as per									
1.02	tender specification for Retails outlets situated in Tinsukia and Dibrugarh Districts	10.00	Nos				0.00	0.00	INR Zero Only	
	Supply of fabricated 30 KL Horizontal Underground Storage									
1.03	Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification	10.00	Nos				0.00	0.00	INR Zero Only	
	and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Tinsukia and						0.00	0.50		
	Dibrugarh Districts Transportation cost ncluding loading and unloading as per									
1.04	tender specification for Retails outlets situated in Tinsukia and Dibrugarh Districts	10.00	Nos				0.00	0.00	INR Zero Only	
	Supply of fabricated 25 KL and 30 KL Horizontal									
	Underground Storage Tank for Motor Spirit/ High Speed Diesel with all fittings and accessories as specified in									
2	Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including			1						
	TPIA for Retails outlets situated in Sibsagar, and Choraideo Districts									
	Supply of fabricated 25 KL Horizontal Underground Storage									
2.01	Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification	2.00					0.00	0.00	INR Zero Only	
2.01	and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Sibsagar, and	2.00	NOS				0.00	0.00	link Zero Only	
	Choraideo Districts.  Transportation cost including loading and unloading as per									
2.02	tender specification for Retails outlets situated in Sibsagar, and Choraideo Districts	2.00	Nos				0.00	0.00	INR Zero Only	
	Supply of fabricated 30 KL Horizontal Underground Storage									
2.03	Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification	2.00						0.00	N. 7 Oak	
2.03	and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Sibsagar, and	2.00	NOS				0.00	0.00	INR Zero Only	
	Choraideo Districts Transportation cost including loading and unloading as per									
2.04	tender specification for Retails outlets situated in Sibsagar, and Choraldeo Districts	2.00	Nos				0.00	0.00	INR Zero Only	
	Supply of fabricated 25 KL and 30 KL Horizontal									
	Underground Storage Tank for Motor Spirit/ High Speed Diesel with all fittings and accessories as specified in									
3	Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including									
	TPIA for Retails outlets situated in Jorhat ,Majuli and Golaghat Districts									
	Supply of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and									
3.01	accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document	5.00	Nos				0.00	0.00	INR Zero Only	
	including TPIA for Retails outlets situated in Jorhat , Majuli and Goladhat Districts									
2.00	Transportation cost including loading and unloading as per tender specification for Retails outlets situated in Jorhat ,Majuli	5.00					0.00	0.00	NE Zee Oak	
3.02	and Golaghat Districts	5.00	1405				0.00	0.00	INR Zero Only	
	Supply of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and									
3.03	accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document	5.00	Nos				0.00	0.00	INR Zero Only	
	including TPIA for Retails outlets situated in Jorhat ,Majuli and Golaghat Districts									
3.04	Transportation cost noluding loading and unloading as per tender specification for Retails outlets situated in Jorhat , Majuli	5.00	Noe				0.00		INR Zero Only	
3.04	and Golaghat Districts	5.00	IVOS				0.00	0.00	INC ZEIO UNIY	
	Supply of fabricated 25 KL and 30 KL Horizontal Underground Storage Tank for Motor Spirit/ High Speed									
4	Diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved			1						
	Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Nogaon Morigaon									
	Districts									
	Supply of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and									
4.01	accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Nogaon Morigaon	4.00	Nos.				0.00	0.00	INR Zero Only	
	Districts									
4.02	Transportation cost including loading and unloading as per tender specification for Retails outlets situated in Nogaon Mortgoon Districts		Nos.				0.00	0.00	INR Zero Only	
	Morigaon Districts Supply of fabricated 30 KL Horizontal Underground Storage									
	Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification		l							
4.03	and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Nogaon Morigaon	4.00	Nos.				0.00	0.00	INR Zero Only	
	Districts Transportation cost including loading and unloading as per									
4.04	tender specification for Retails outlets situated in Nogaon Morigaon Districts		Nos.				0.00	0.00	INR Zero Only	
						L				

	Supply of fabricated 25 KL and 30 KL Horizontal Underground Storage Tank for Motor Spirit/ High Speed							
5	Diesol with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including							
	TPIA for Retails outlets situated in Cachar,Karimganj and Hallakandi Districts Supply of fabricated 25 KL Horizontal Underground Storage							
5.01	Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document	10.00	Nos.			0.00	0.00	INR Zero Only
	and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Cachar,Karimganj and Hailakandi Districts Transportation cost including loading and unloading as per							
5.02	tender specification for Retails outlets situated in Cachar, Karimganj and Hailakandi Districts	10.00	Nos.			0.00	0.00	INR Zero Only
5.03	Supply of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification	10.00				0.00		INR Zero Only
5.03	and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Cachar, Karimganj and Hallakandi Dietricts	10.00	NOS.			0.00	0.00	INC ZEIG OTHY
5.04	Transportation cost including loading and unloading as per tender specification for Retails outlets situated in Cachar,Karimganj and Hallakandi Districts	10.00	Nos.			0.00	0.00	INR Zero Only
	Supply of fabricated 25 KL and 30 KL Horizontal							
6	Underground Storage Tank for Motor Spirit/ High Speed Diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including							
	TPIA for Retails outlets situated in North Cachar, Dima Hasao and Karbi Anglong Districts							
	Supply of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and							
6.01	Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in North Cachar,	3.00	Nos.			0.00	0.00	INR Zero Only
6.02	Dima Hasao and Karbi Anglong Districts  Transportation cost including loading and unloading as per tender specification for Retails outlets situated in North Cachar, Dima Hasao and Karbi Anglong Districts	3.00	N			0.00	0.00	INR Zero Only
6.02	Supply of fabricated 30 KL Horizontal Underground Storage	3.00	NOS.			0.00	0.00	INC ZEIG OTHY
6.03	Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document	3.00	Nos.			0.00	0.00	INR Zero Only
	including TPIA for Retails outlets situated in North Cachar, Dima Hasao and Karbi Anglong Districts  Transportation cost including loading and unloading as per							
6.04	tender specification for Retails outlets situated in North Cachar, Dima Hasao and Karbi Anglong Districts	3.00	Nos.			0.00	0.00	INR Zero Only
	Supply of fabricated 25 KL and 30 KL Horizontal Underground Storage Tank for Motor Spirit/ High Speed Diesel with all fittings and accessories as specified in							
7	Diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in North							
	Lakhimpur,Dhemaji Districts							
7.10	Supply of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document	3.00	Nos.			0.00	0.00	INR Zero Only
	Including TPIA for Retails outlets situated in North							
7.20	Transportation cost including loading and unloading as per tender specification for Retails outlets situated in North Lakhimpur, Dhemaji Districts	3.00	Nos.			0.00	0.00	INR Zero Only
7.30	Supply of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification	3.00	Nos.			0.00	0.00	INR Zero Only
	and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in North Lakhimpur, Dhemaji Districts							-
7.40	Transportation cost including loading and unloading as per tender specification for Retails outlets situated in North Lakhimpur, Dhemaji Districts	3.00	Nos.			0.00	0.00	INR Zero Only
	Supply of fabricated 25 KL and 30 KL Horizontal Underground Storage Tank for Motor Spirit/ High Speed Diesol with all fittings and accessories as specified in							
8	Diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Darrang & Sonitpur							
	Districts Supply of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification							
8.10	accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Darrang &	4.00	Nos.			0.00	0.00	INR Zero Only
	including IPM for Retails outlets situated in Darrang & Sonitpur Districts Transportation cost including loading and unloading as per tender specification for Retails outlets situated in Darrang &							
8.20	Supply of fabricated 30 KL Horizontal Underground Storage	4.00	Nos.			0.00	0.00	INR Zero Only
8.30	Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Darrang &	4.00	Nos.			0.00	0.00	INR Zero Only
	Transportation cost including loading and unloading as per							
8.40	tender specification for Retails outlets situated in Darrang & Sonitpur Districts  Supply of fabricated 25 KL and 30 KL Horizontal	4.00	Nos.			0.00	0.00	INR Zero Only
9	Supply of fabricated 25 KL and 30 KL Horizontal Underground Storage Tank for Motor Spirit/ High Speed Diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved							
•	Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Kamrup & Kamrup							
	Metro Supply of fabricated 25 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and							
9.1	accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Kamrup & Kamrup	3.00	Nos.			0.00	0.00	INR Zero Only
9.2	Metro Transportation cost including loading and unloading as per tender specification for Retails outlets situated in Kamrup &	3.00	Nos.			0.00	0.00	INR Zero Only
	Kamrup Metro Supply of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and							-
9.3	Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Kamrup & Kamrup	3.00	Nos.			0.00	0.00	INR Zero Only
-	Transportation cost including loading and unloading as per	3.00	h1	-				NID Zerr Oek
9.4	tender specification for Retails outlets situated in Kamrup & Kamrup Metro Supply of fabricated 25 KL and 30 KL Horizontal	3.00	NOS.			0.00	0.00	INR Zero Only
	Underground Storage Tank for Motor Spirit/ High Speed Diesel with all fittings and accessories as specified in Datasheet. Technical Specification and Approved							
10	TPIA for Retails outlets situated in Goalpara, Dhubri,							
	Bongalgaon & Kokrajhar districts  Supply of fabricated 25 KL Horizontal Underground Storage			-				
10.1	Tank for Motor spirit/ High speed diesel with all fittings and	5.00	Nos.			0.00	0.00	INR Zero Only
	and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Goalpara , Dhubri, Bongaigaon & Kokrajhar districts Transportation cost including loading and unloading as per							
10.2	Transportation cost including loading and unloading as per tender specification for Retails outlets situated in Goalpara , Dhubri, Bongalgaon & Kokrajhar districts	5.00	Nos.			0.00	0.00	INR Zero Only
10.3	Supply of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as specified in Datasheet, Technical Specification	5.00	Nos.			0.00	0.00	INR Zero Only
	and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Goalpara, Dhubri, Bongaigaon & Kokraihar districts	5.50				5.00	5.00	
10.4	Transportation cost including loading and unloading as per tender specification for Retails outlets situated in Goalpara , Dhubri, Bongalgaon & Kokrajhar districts Supply of fabricated 25 KL and 30 KL Horizontal	5.00	Nos.			0.00	0.00	INR Zero Only
	Underground Storage Tank for Motor Spirit/ High Speed							
11	Diesel with all fittings and accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Nalbari ,Barpeta							
	Chirang and Baksar districts Supply of fabricated 25 KL Horizontal Underground Storage							
11.1		3.00	Nos.			0.00	g nn	INR Zero Only
	accessories as specified in Datasheet, Technical Specification and Approved Drawings as mentioned in the Tender document including TPW for Retails outlets situated in Nalbari, Barpeta chirang and Baksar districts Transportation cost including loading and unloading as per	2.30				5.00	5.00	-
11.2	tender specification for Retails outlets situated in Nalbari Barpeta chirang and Baksar districts	3.00	Nos.			0.00	0.00	INR Zero Only
	Supply of fabricated 30 KL Horizontal Underground Storage Tank for Motor spirit/ High speed diesel with all fittings and accessories as seedified in Datasheet. Technical Specification							
11.3	and Approved Drawings as mentioned in the Tender document including TPIA for Retails outlets situated in Nalbari ,Barpeta , chirang and Baksar districts	3.00	Nos.			0.00	0.00	INR Zero Only
14.4	chirang and sasksar districts  Transportation cost including loading and unloading as per tender specification for Retails outlets situated in Nalbari Barpeta chirang and Baksar districts	3.00	Nos.			0.00		INR Zero Only
Total in Figure	os.					0.00		INR Zero Only
Quoted Rate is	n Words					INR Zero Only	<u>′</u>	

(Prices are to be quoted in the online format only here the party shall enter "QUOTED" only

- Bidders are advised to quote GST on the total amount and not on basic rate.
- 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.
- The bidder shall quote both fabrication and transportation charges for each group.
- Each group of items may be evaluated / ordered separately.

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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 complianc e/ 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 SUCCESSFULL Y	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						
			######			
			APPENDIX A5			
PROF	ORMA OF AUTHO	DRISATIO	N LETTER FOR A	ATTENDING TEND	DER OPENIN	<u>IG</u>
Duliajan-7 Subject: T	ns Company Ltd. 186602 Tender No					
Dear Sir,						
Mrhas 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.

## ##########

# **APPENDIX -A6**

# **PROFORMA TOWARDS LETTER OF AUTHORITY**

To Assam Gas Company Limited P.O. Duliajan-786602, Assam, India	
Sub: <u>IFB No</u>	
Dear Sir,	
We	of
conclude the agreement on our behalf for any commercial/ Legal purpose etc	is) is authorised to represent us to Bid, negotiate and f with you against IFB No
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.

#### 

## **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.

SI. 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	
4.4	CONTACT PERSON	
14.	Whether SSI/NSIC/PSU/DGS &	
45	D UNIT	
15.	CORPORATE	
46	CORPORATE	
16.	TAX EXEMPTION	
	CERTIFICATE NO.	

4-	EVENDTION EDOM (D. L.)
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
	BANK ADDRESS
30.	BANK CITY
	Name: Designation: Seal of the Bidder:
	######################################
	APPENDIX -A8
DECL	ARATION NON-BLACKLISTED / NON-BANNED PARTY
proce Furth decla 2.0 W holida Gas d	de confirm that we are not under 'liquidation', any 'court receivership or similar bedings' or 'bankruptcy'.  er, it is our sole responsibility to ensure that any changes occurring in the above ration during the processing of the tender are brought to the notice of Employer.  We also confirm that Neither we nor our allied agency/(ies) have been put on any banned by Assam Gas Company Limited / Ministry of Petroleum and Natural or Project Management Consultant (PMC) of Assam Gas Company Limited or ed by any Government Department/ Public Sector undertaking on due date of ission of bid
 SEAL	, SIGNATURE & NAME OF THE TENDERER

**ANNEXURE-B** 

**BRIEF SCOPE OF WORK** 

Work tendered in this bid package consists of procurement, fabrication, testing, and supply.

- Supply of all required materials as per scope of supply as indicated at clause 1 of this Document and Technical specification.
- Mechanical detailed design calculations.
- PWHT as per requirement of Code.
- Packing, preservation and preparation for shipment.
- Third party inspection
- Any additional services as required to complete the supply of the Underground Tank including packing, loading ,unloading, transportation and stacking at site.
- All works related to cleaning, flushing, hydro testing at pressure as specified in datasheet, technical specification, dewatering and drying of underground storage tank.
- All associated pre-commissioning checks as applicable.
- Compliance with IS Code including PESO Certification is the responsibility of the Vendor.
- Any other works not specifically listed herein but required for completion of the works in all respects.

#### 1. SCOPE OF SUPPLY

#### **Supply of Underground Storage Tank**

1. Supply of horizontal cylindrical underground MS (Mild Steel) storage tank fabricated conforming to IS10987 (latest edition) meant for storage of petroleum products underground having such compartment with all fittings / appurtenances fixed on manhole cover plate and tank body as per requirement given in the drawings.

All materials including all raw materials, equipment's, Power, water, space, manpower, statutory and local compliances, inspection and tests required for fabrication and supply of the tanks shall be arranged by the Bidder/vendor at his cost. Bidder/vendor to strictly adhere to the fabrication drawing for 20 KL, 25 KL, 30 KL & specifications attached herewith. Tanks shall have anchorage system as per the drawing.

- 2. Quoted rates must include third party inspection charges at vendor's premises. Third party inspection includes inspection of entire tank, thickness of material, witness of pressure testing as per attached QAP.
- 3. Vendor shall supply the Tanks as per AGCL specifications at AGCL's RO.

- 4. Vendor to ensure usage of steel plates flanges and other materials as per AGCL design. AGCL has the right to reject the tanks if the Tank is not fabricated as per approved design.
- 5. Pressure Testing of the tank (hydraulic with water or pneumatic) has to be done at the vendor's premises (for 0.75 Kg/cm2 pressure), before dispatch and the same shall be witnessed by AGCL official/ Any TPIA approved by AGCL. Light hammering at weld joint should be done with wooden hammer/plank once tank is put under pressure, this should be done under witness of TPIA and recorded in inspection report.
- 6. The surface of underground MS storage tank thus prepared should be treated with two coats of Shali prime PWCT (Equivalent make after approval only by AGCL) primer in two layers 40-45 micron minimum each i.e. total 80-90 micron DFT of primer should be achieved, Primer should be compatible for shalimastic HD doping at RO. Each coat is applied uniformly after the previous is completely dried. Before application of primer, tank surface should be thoroughly de-scaled and cleaned to bare metal with wire brush/emery paper.
- 7. Vendor shall deliver calibrated aluminium dip rod of adequate length, made suspended type, with each tank and calibration charts of respective capacity tank. The length of dip rod calibrated shall be in mm and shall be diameter +1500 mm/ as required, till dip cap assembly fitted to dip pipe. Dip rod should be having measurement in mm and centi-meters with graduation (least count) of 2mm.
- 8. The material used for fabrication of underground MS storage tanks shall be prime and first quality (of approved Grade & make mentioned in Technical Specification sheet).
- 9. The scope of job includes fabrication, testing, inspection, protective coating and supply including transportation/delivery/loading/unloading,insurance of the ordered number of underground storage tanks for MS and HSD of capacity 20/25/30 KL as per enclosed drawing along with manhole assembly inclusive of the foundation bolts/ foundation brackets/ anchor bolt/ Aluminium dip rod/dip pipe, aluminium dip cap assembly, Aluminum fill cap/suction pipes ATG riser pipe/ earthing boss / external stiffeners and pipe fittings, ATG riser pipe and cap etc. all complete appurtenances as per approved drawing to AGCL Retail Outlets
- 10 Hydraulic testing of the tanks to be done at 0.75 Kg/cm2 pressure for at least two hours holding by using calibrated pressure gauge.

The details in the clauses of this document shall be applicable unless specifically mentioned otherwise for supply of Underground Storage Tank including all works and shall be read in conjunction with Mechanical Datasheet, Technical Specification, Bill of quantities Standards and other documents forming a part of the Scope of work.

The summary of scope of work for supply under this contract is:

a) Supply of Underground Storage Tank including pipes & fittings (Refer attached Technical Specification)

- b) Supports for the Underground Tank.
- c) Manholes with davits, gaskets, fasteners & blind flanges.
- d) Lifting lugs / trunnions / tailing lug (as applicable).
- e) Name plate with bracket.
- f) All necessary blanks, bolting and gaskets for testing purposes.
- g) Temporary covers and bolting to protect nozzle flange face during shipment.
- h) All internals and accessories as specified.
- i) Foundation & Earthing Bolts for Underground Storage Tank.
- j) Surface finish & Painting for complete Underground Storage Tank.
- k) Mandatory Spares
- Commissioning Spares
- m) Getting PESO model approval & fulfilling all statuary requirements shall be in the scope of bidder.
- n) Complete Tank construction details in accordance with IS Specification No. or code approved by CCOE Nagpur shall be mentioned in drawing.
- o) Aluminium dip cap assembly with locking arrangement and knob for dip pipe suspension
- p) Aluminium fill cap assembly with locking arrangement.
- q) ATG riser pipe for automation.
- r) Calibrated dip rods of appropriate sizes, aluminium

#### 2. DESCRIPTION OF WORK

The works related to fabrication, inspection, testing, supply and pre-ommissioning of Underground Storage Tank are as elaborated below:

- a) Bidder shall carry out all works strictly in accordance with the Issued for Construction (IFC)/Approved drawings and reference specifications/standards, drawings, documents, data sheets etc. enclosed with this tender document and instructions of Company/Engineer-in-Charge and other provisions of Contract document.
- b) Procurement and supply of all materials, equipment/instrumentations etc. as required that are included in the scope of supply of Bidder, transportation of all materials from manufacturer's works including loading, unloading, handling, storing and transportation to work site.
- c) Painting of Underground Storage Tank as per standards.
- d) Hydro-testing, dewatering, flushing, drying at bidder's workshop in presence of Company /Company's Representative.

- e) Co-ordination, as required, with other Agencies/Contractor(s) till the time the commissioning operations are complete
- f) Preparation of detailed procedures for fabrication, testing and pre-commissioning checks and such procedures shall be submitted to Company/Engineer-in-Charge for review and approval before execution of work.
- g) Loading, Transportation and unloading at Company's DODO / COCO outlets
- h) Any other works not specifically listed herein but required for completion of the works in all respects.

#### 3. OTHER CONDITIONS OF WORK

#### A. HYDROSTATIC TESTING

Complete Underground Storage Tank shall be hydrostatically tested.

#### B. NON-DESTRUCTIVE TESTING (NDT)

NDT requirements shall be in accordance with ASME Code/Data Sheet. Repeat Radiography due to defective radiograph on repaired joints due to Bidder's fault and/ or additional radiography necessitated due to poor performance of Bidder's welders shall be done at Bidder's cost.

#### 4. BIDDER'S RESPONSIBILITIES

Bidder's responsibilities, besides the scope of work for supply to be performed by him defined earlier, shall also include the following:

- a) Company shall provide the available information. However, All coordination with franchisee, AGCL team, suppliers is in the scope of bidder. Company gives no guarantee or warranty as to the accuracy or completeness of the information provided. It is the Bidder's sole responsibility to obtain sufficient information / data from site/company/consultant.
- b) Interpretation and verification of data/information furnished by Company. Any additional information/data/surveys etc. required by Bidder for detailed engineering shall be obtained by him. Company may assist him in obtaining such information/ data by issuing recommendatory letters etc.
- c) Entire engineering for procurement & fabrication, including drawings, QA/QC procedures, etc. performed by the Bidder for the Underground Storage Tank shall be reviewed and approved by Company. All works shall be executed based on approved documents only.
- d) Review and approval of Bidder's documents by Company shall in no way relieve the Bidder from his sole responsibility from supply and subsequent smooth operation of the system. In case of any difference, variation, conflict, deficiency of data and details supplied by the AGCL be brought out clearly by the bidder, under his responsibility and shall be obtained the revised information/details
- e) 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 Tank. 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

- f) Bidder shall carry out all testing and inspection of materials, equipment etc. through independent testing institutions, laboratories, if so desired by Company.
- g) Any other work not specifically listed above but is required for successful completion of entire system.
- h) COMPANY reserves the right to inspect materials and workmanship at all stages of manufacture and to witness any or all tests.
- i) Successful Bidder /Vendor shall submit the following documents for issuance of DCN/final acceptance certificate.
  - 1. Original copy of Inspection Certificate by Third Party Inspection agency and duly filled & signed Inspection Proforma.
  - 2. QAP form duly signed by vendors' quality in charge, certified by TPIA.
  - 3. List of fittings provided / Packing list
  - 4. Photograph of tanks/trailers with its registration plate after loading of tanks.

All these to be submitted to AGCL HO to get clearance of dispatch.

j) Vendor has to inform ASSAM GAS COMPANY LIMITED HO for each Tank assignment, before dispatch and on successful completion of delivery and hand over of such tanks at site. Vendor has to submit following documents along with the invoice -

The Tank supplier shall provide the following documents: - (Documentation shall be in English language. Metric system of units shall be followed in all drawings / documents)

- (1) TPI & Quality assurance plan Original copy of Inspection Certificate by Third Party Inspection agency and duly filled & signed QAP format.
- (2) Inspection and NDT procedures with actual inspection / test reports, DP test Etc.
- (3) Dispatch photographs, documents, test certificate, duly signed acceptance by RO/Site engineer
- (4) Vendor shall provide final photograph of each Tank and trailer with its registration plate at site after handing over to ASSAM GAS COMPANY LIMITED and its Franchisee.
- (5) Manufacturer's test certificates for Steel and all other equipment / materials as specified in make list.
- (6) Guarantee/Warranty certificate of Tank 2 years as life to first maintenance.
- (7) List of fittings/appurtenances.
- (8) Vendor should submit Tax Invoice clearly showing the GST percentage and amount on the bills.

#### 5. INSPECTION

- a) 100% U/G shall be offered for inspection to 3rd Party Inspection Agency (TPIA) appointed by fabricator, from the approved TPIA list of AGCL.
- b) For the inspection of tanks, arranging of Third- Party Inspection and coordinating between TPI/AGCL is entirely the responsibility of Fabricator and in no case the same should not affect the delivery schedule. If so (delay in delivery), the same will be to fabricator(s) account.
- c) The tanks may be offered for inspection to AGCL in case of exigencies. However,

Inspection of Tanks by TPIA or by AGCL will be entirely at the discretion of AGCL. However self-certification for 100% tanks is required to be given by the bidder. (Guarantee certificate for any manufacturing and handling defect such as defective materials, poor workmanship, improper design and failure from normal usage)

- d) Inspectors shall have free access to all workshops of the fabricator at all stages of the manufacture
- e) They shall place at the disposal of the inspector all means and facilities necessary for the proper execution of the inspection. All means and facilities shall be safe and adequate.
- f) Copies of all approval / certificate for the above to be submitted to AGCL, as directed.
- g) All the materials including the blind flanges, gaskets, bolting nipples, plugs, water and all other items required during hydrostatic testing shall be arranged by the fabricator at their own cost.
- h) Vendor should have all the facilities to carry out stage wise inspection and Hydro test of UG tanks and has to carry out the stage wise inspection for 100% tanks as per attached scope of inspection.
- i) All the inspection reports date wise are required to be recorded, signed by authorized technical representative of the vendor and verified by TPIA.
- j) Tank fabrication to be completed as per attached drawing, P.O. specification and IS code 10987 as applicable. No deviation is allowed unless written approvals are obtained from the concerned AGCL authority.
- k) TPIA inspection of tanks shall be as per QAP format attached and the inspection report is to be attached with each invoice.
- I) TPI shall be approved by the company. however, the payment to the TPI will be done by the vendor
- m) For all tanks supplied, the vendor must submit a self-certification along with material test certificate, stage wise factory inspection and hydro test reports. (Guarantee certificate is to be issued by the vendor along with each dispatch against defective materials, poor workmanship, improper design and failure from normal usage).
- n) In case of any manufacturing defect / leakage observed at site, the same to be rectified by the vendor at AGCL site at their own cost. AGCL reserves the right to check, inspect and verify the manufacturing of tank at any stage of manufacturing at vendor(s) works.
- o) 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.
- p) 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.

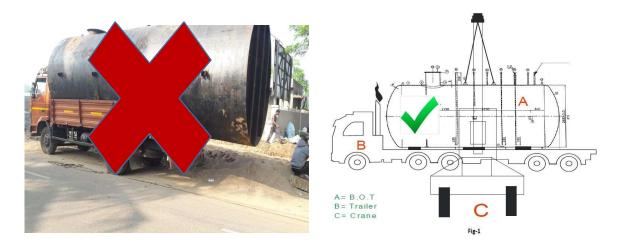
#### 6. SCOPE OF JOB FOR THIRD PARTY INSPECTION AGENCY.

- a) To check the material, tank along with fittings for welding quality, Qualifying Test of welders, Fittings, stiffeners, pipes etc.as per AGCL approved QAP. All supporting documents will be developed by TPI and to be shared with AGCL later.
- b) To check fabricated tank's Shell and End plate's thickness using Ultrasonic Thickness measuring device before dispatch.
- c) To witness pressure testing of tank.
- d) To check and place TPI A's unique Mark/identification on the Name plate.
- e) For details please refer (QAP), TPI scope shall be as per the same.
- f) Issue inspection report clearly specifying if tanks are accepted. Inspection report should be supported with approved QAP and photographic evidence of key measurement such as metal thickness/ piping class/ DFT/ pressure gauge with tank under hydro pressure, random DPT etc.)

#### 7. LOADING AND TRANSPORTATION/ PACKING OF TANKS:

- a. All items of the fabricated U/G tank fitting shall be carefully packed so as not to be damaged in any way during transit. All items such as dip cap, fill cap, aluminium dip rod shall be packed separately. Each Bag shall be provided with metal tag, Bags shall be packed in strong wooden crates reinforced and bound with steel strips.
- b. Manholes and nozzles shall be packed carefully. Manhole covers shall be bolted in place. Nozzle flanges shall be suitably protected to prevent damage during transport. Machined face of the flanges shall be coated with varnish.
- c. All items shall be marked as indicated in the above paragraphs. The identification no. of the tank and items shall be shown while delivering at site in form of Packing Slip.
- d. Flanges at manhole cover should be suitably matched marked so that the dip pipe orientation directly over the pad plate at the tank bottom.
- e. Necessary Road Permits required for transporting U/G tank and accessories etc. shall be arranged by bidder. Counterfoils of such forms should be submitted along with the bills failing which bills will not be processed. Bidder has to inform the regional W/H well in time for the road permit to avoid unnecessary delay.
- f. Transportation rates from your factory to our Retail outlet sites should be inclusive of service tax as applicable.
- g. Loading and transportation of tank shall be done strictly in compliance to RTO and local govt. bodies' norms /rule following safe practice. Safe Loading and transportation shall be under scope of vendor whereas unloading shall be under AGCL/Franchisee scope. However, vendor shall guide/supervise unloading of tank at site which should be done only with the hydraulic crane. Any deviation / unsafe unloading which may harm integrity of tank must be discouraged and recorded on POD.

Recommended Safe Practice for loading and transportation of tank (Refer- Pic-1):



Observation: (a) Tank placed on pallet with soft padding (b) No part of tank protruding o/s of vehicle carriage (c) Tank tied securely on sides to prevent rolling.

Result: Safe transportation with integrity of tank intact during transit.

#### 8. MARKING

In addition to Purchase Conditions, the following requirements shall also be complied with:

- a) All loose components such as studs, nuts, washers, gaskets, etc., shall be packed in crates and shall be marked for the project, consignee, consigner, Project number, item number, order number, gross and net weight, dimensions etc.
- b) Additional indications such as North/East/South/West along with centre of gravity shall be clearly marked with white paint.
- c) Vessels which have been post weld heat treated or have an applied lining, e.g., lead, glass, rubber etc., shall have a suitable warning printed on the visible portion on the outside the vessel.
- d) Specific marking with white paint for slinging shall be provided for all heavy lifts weighting 5 tones and above.
- e) A copy of packing list shall accompany the material enclosed in a water tight envelope fastened inside a shell connection with an identifying arrow sign "Documents" applied with indelible paint.
- f) If it is necessary to separate the unit into different parts for transportation all components and subassemblies shall be carefully identified and match marked to prevent any error in assembly.

#### 9. NAME PLATE:

Each and every tank shall have a NAME PLATE having following details: -

- 1. Name of the company (ASSAM GAS COMPANY LIMITED).
- 2. Name & unique tank number marking from TPIA after successful inspection.
- 3. Month and year of dispatch from the vendor's plant. For example, 0912022 (For

Dispatch of tank in Sept.2022.

- 4. Dimension such as Tank diameter and length in mm.
- 5. Capacity and Serial No. of tank as mentioned in the PO starting from 01 and shall continue till completion of PO for example 15 KL / 01, 15 KL / 02 ...... And 20 KL / 01 ••• And 25 KL / 01 and 30 KL / 01 ....... and 40 KL / 01 .......•
- 6. Name of Vendor and Location
- 7. TPI Name and Space for putting of mark of third-party inspection agency Any tank received at site without legible name plate shall be rejected.

#### **TECHNICAL SPECIFICATION**

#### 1. SCOPE

This specification covers the general requirements for fabrication, workmanship, inspection, testing and supply of Underground storage Tank.

#### 2. STEEL PLATES:

Supply of steel plates required for shell/end plates/manhole covers/reinforcement pads/Neck etc shall be conforming to IS 2062, Gr.-A (Thickness of plate should be as per drawing). The steel plates are to be procured in general from reputed manufactures such as viz. SAIL / TISCO / ESSAR / LLOYDS/ISPAT/JINDAL; as far as possible directly. However, the vendors can also procure the steel plates from any authorized stockists /dealers of above manufacturing companies. Vendor will be asked to furnish the invoices & test certificates from the manufacturer/stockists /dealer for each lot of steel plates procured.

Minimum 10% of steel plates procured are to be tested for Ultrasonic tests. Sample pieces from each lot are to be tested in local government approved metallurgical labs for both physical and chemical properties and confirming IS 2062 GR A requirements.

#### 3. WELDING:

- (a) All welding including temporary attachments welding shall be done in accordance with good engineering practice and as guided by AGCL/TPIA.
- (b) ISI marked electrode of required size to be used for all fabrication & welding works.
- (c) The plates are to be assembled and retained in position for welding by some suitable methods. Tack welds, where used, are to be removed so that they do not become part of the main seam. Corrections of irregularities are not to be carried out by hammering.
- (d) All welding shall be done by metal arc process by using electrodes of ISI mark. All surfaces for welding are to be thoroughly cleaned of scale, rust, oil or other foreign matter down to a clean surface for a distance of at least 12.5 mm from welding edge.
- (e) All shell welds shall be butt welds with full penetration and minimum of double inside and outside beads. The end plate will be welded to the shell with two runs of fillet weld both from inside and outside (as shown in the drawing). However, One

extra run of welding should be provided from outside, along the periphery of end plates, in addition to the said fillet weld.

- (f) Single pass welds are not permitted. Undercutting, overlapping at the toe or bad profile shall be avoided. While welding the metal at the bottom of the first side is to be removed by grinding, chipping, machining or other approved methods so as to provide clean sound metal to deposit the subsequent welds.
- (g) Each run of weld metal is to be thoroughly cleaned and all slag removed before the next run is deposited.
- (h) If welding has been stopped for any reason, care is to be taken in restarting to ensure that the previously deposited weld metal is thoroughly cleaned and free from slag and that there is proper penetration into the plates and the previously deposited weld metal.
- (i) Fillet welds of thickness as mentioned in the drawings are to be made so as to ensure proper fusion and penetration of the weld metal.
- (j) The welding will be full-run-welds at all joints, both internally and externally. All slag shall be cleared with wire brushes. Before the final assembly of tank, all dust, welding rod ends, slag, and scales shall be removed from inside as well as outside the tank.
- (k) In multi-layer welding, each layer of weld metal shall be thoroughly cleaned of slag and other deposits before the next layer run is applied. All completed welds shall be de-slugged, brushed and thoroughly cleaned before offering the tanks for Grey Inspection.
- (I) The reverse side of double welded butt joint shall be back chipped ground before the application of the first run of welding to this side, in a manner which will leave the exposed surface accessible and satisfactory for the fusion of the weld metal to be added.
- (m) Joints shall be staggered to ensure no + joints formed on the shell.
- (n) There shall be no undercutting of the base metal.
- (o) The fabricator at the beginning of the first tank shall qualify the welder prequalification procedure and consumables to be used for fabrication of UG tank by TPIA.

#### 4. DESIGN

Following Drawings are enclosed for reference. Fabrication of Tanks shall be as per these drawings only:

DESCRIPTION	DRAWING NO.

STANDARD TANK MANHOLE AND ACCESSORIES DETAILS	1. AGCL/SD/UG/-MS TANK/01 REV R0.1 DATED 05.08.2023
STANDARD FABRICATION DRAWING FOR UG MS TANKS - 20/25/30 KL	2.AGCL/SD/UG/-MS TANK/02 REV R0.1 DATED 05.08.2023
STANDARD FABRICATION DRAWING FOR UG MS TANKS - GENERAL ASSEMBLY DETAILS	3. AGCL/SD/UG/-MS TANK/03 REV R0.1 DATED 05.08.2023
MATERIAL SPECIFICATIONS & BILL OF QUANTITIES - 20/25/30 KL UG. MS TANKS	4. AGCL/DOC/TANK/01 REV RO.1 DATED 02.08.2023

#### **GENERAL DESIGN REQUIREMENTS**

- a) Design pressure specified shall be at the highest point of horizontal vessel. The design pressure at any lower point shall be determined by adding the maximum operating liquid head and any pressure gradient within the vessel. The SI metric system of measurement shall be used in all Supplier's drawing and calculation notes, except for pipe and pipe fitting sizes, flange ratings and nozzle dimensions.
- b) The Supplier is fully responsible for design and fabrication of the tank in accordance with the relevant code and standards and drawings.
- c) The Supplier shall provide special procedures for the shipping, lifting, storage and erection of equipment in order to maintain the mechanical guarantees as required the purchase order.

#### 5. EARTHING CONNECTION

The horizontal underground storage tank, shall invariably be provided with earthing connection to eliminate the possibility of accumulation of static charge on the surface of the tank either due to atmospheric electricity or due to flow of product into the tank.

For this purpose, two earthing bosses of appropriate sizes shall be welded to the end plate of underground tanks.

Guidelines for making earthing connection for tanks are:

Every tank shall be electricality connected with the earth in an efficient manner by not less than separate and distinct connections placed at the opposite extremities of such tank

#### 6. TANK NUMBER:

Fabricator will have to provide nameplate fixed at the suitable place ,on a bracket welded to tank shell, mentioning the following mentioning the following

- a) Name of Fabricator/place
- b) Name of Retail Outlet /Place
- c) Service Fluid
- d) Capacity of Tank
- e) Design Pressure
- f) Unique Tank No. as per the TPI/ inspection report.

- g) P.O. No.
- h) Month & Year of manufacture
- i) Inspected by TPI party name and persons name
- j) Hydro test pressure and date of test.

#### 7. SURFACE PREPARATION AND PAINTING

- a) Surface preparation and painting shall be as per standard specification for shop and field painting.
- b) All completed equipment shall be cleaned internally and externally to remove scale, dirt, sand, water and foreign matter.
- c) The surface preparation of outside surface of tanks shall be done by Wire brushing, rubbing, scaping, removing all mills, dust, burrs, slags etc, to the bare metal
- d) All flanged faces and other machined surfaces shall be greased or protected with rust preventive coating.
- e) Except for machined surfaces, all exterior surfaces of tanks and integral supports shall be painted to prevent rust, corrosion or damage during transit and storage before erection and final painting.
- f) Each coat is applied uniformly after the previous is completely dried.
- g) The dry, clean surface shall be coated within 4 hours after surface preparation.

#### 8. PAINTING OF TANKS

All components of the U/G Tanks including outer surface of Tanks, shall be cleaned with blast wire brush cleaning and painted with two coats of Shali prime PWCT (Equivalent make after approval only by AGCL) primer in two layers 40-45 micron minimum each i.e., total 80–90-micron DFT of primer should be achieved, Primer should be compatible for shalimastic HD doping at RO.—mentioned in document elsewhere as well.

#### SPECIAL CONDITIONS OF CONTRACT (SCC)

#### 1. OBEJECTIVE OF THE TENDER:

The objective of this tender document is to select a suitably experienced and reputed Steel Tank /structure fabricator for fabrication of underground storage tanks for storing Motor Spirit and High Speed Diesel in AGCL Retail Outlets spread across Assam, Meghalaya, Nagaland, Arunachal Pradesh & Manipur and enter into Frame work agreement for 2 years with all technically responsive bidders against this tender so that AGCL's subsequent requirements for such services can be met through these responsive bidders.

#### 2. QUANTITY:

Estimated 104 nos of Under Ground storage tanks as per SOR/BOQ in one year and 5-8 nos of tanks per month.

### 3. PERIOD OF CONTRACT AND QUANTITY:

Estimated requirement of Under Ground Tanks is for a period of 1 year.

Since the requirements are estimates and not actual demand, AGCL reserves the right to change the location-wise order allocation to meet the variations in the business requirements and If the total quantity of the contract is not consumed at the end of the contract validity, then AGCL reserves the right to extend the contract validity further up to six months at same terms and conditions.

- 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. All fabricator(s) should quote realistic production capacity per month considering all commitments made by them to other companies.
- 6. Vendors are requested to go through the complete technical specifications for fabrication of MS U/G Tanks and confirm the acceptance of technical specifications. No deviations will be accepted on technical grounds and AGCL reserves the right to disqualify a fabricator who does not accept the technical specifications given in the tender.
- 7. Total estimated quantity for the Annual requirement is 104 Nos. Underground Tanks of various capacities such as 25-KL &30-KL and AGCL reserve the right to allocate the quantity of Tanks in the Contract based on the committed production capacity of the Vendors and the requirement of tanks at the territory locations.
- 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 of tank 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 & Unloading 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 attached scope of inspection for 100% of order quantities.
- 13. A vendor must deliver a tank within 30 days at the destination site (including transportation time) from the date of purchase order from AGCL.
  - 14. 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. In all cases unloading of tanks at site is in the scope of vendor. All Tanks should be unloaded with help of crane /hydra compulsorily. Rate shall include packing, loading, transportation, toll, RTO charges, unloading and hand over safely including stacking tanks at guided location at RO.

#### 16. RANDOM TESTING OF TANKS BY AGCL REPRESENTATIVE:

In addition to the TPIA inspection at factory, during execution of the contract, AGCL will randomly check Underground tanks at site before installation for quality assurance. Inspection will be done in the presence of AGCL official, representative of vendor and representative of TPIA appointed by vendor and approved by AGCL. Scope of Inspection shall include adherence with the specification verification of material test certificates, quality, specifications of supply items, safety, workmanship, manpower, etc. Intimation for joint inspection will be given one week in advance. During inspection vendor shall furnish all documents related to the QAP. In case of any minor or major deviation is observed in inspected underground tank, it will be the responsibility of the vendor to ensure that defects are rectified not only from the inspected underground tank, but entire lot of tanks supplied by

the vendor to other locations at their cost, what so ever, fully. AGCL will be free to describe a deviation as minor, or major at its own discretion. Vendor has to certify the same in writing after rectification of defects and submit a copy to AGCL Retail Business along with the proof of the rectification and TPI re-inspection report. In case any major deviation, such as non-specified make of material, deviation in dimension, etc, is noticed, vendor shall replace the material, fully or partly as decided by the company within 30 days. Also, suitable action may be undertaken by AGCL as per tender terms and conditions of the contract.

#### 17. TRANSPORTATION OF TANK:

Individual tanks will have to be safely transported by road, to desired destination by the Fabricator/Vendor, as per advice of AGCL from time to time. Transportation charges would be payable for 20KL/25-KL/ 30-KL Tanks as per the rates quoted by bidder.

Loading as per procedure detailed in Tender, Transportation, Unloading.

18. **PAYMENT TERMS:** The rate contract shall be finalized by AGCL Retail Business group against which the individual POs shall be placed.

100% payment shall be made within 30 days from the date of handover of Tank i.e. certification date of Final invoice by ASSAM GAS COMPANY LIMITED's engineer". Installation and commissioning charges if any shall be paid after successful commissioning and operation of the equipment.

After delivery of tanks 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:

OFFFICER (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.

#### 19. **DELIVERY OF TANKS:**

Within 30 days from the date of receipt of confirmed purchase order along with relevant transport document like way bill or entry permit (if applicable) details as follows: The fabricated tanks shall be delivered by vendor to AGCL outlets/site from vendor's workshop on FOR destination basis as indicated in BOQ. Vendor shall deliver the tanks within 30 days from the date of receipt of confirmed LOI/Purchase order whichever is earlier.

For any delay on AGCL part to give clearance for transportation due to any site related issue /Statuary issue / legal issue / local issue, the vendor shall keep the tank at its premises for which no additional payment on what so ever account would be entertained by AGCL.

Unless otherwise specified, Material(s) shall not be dispatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s). The contractual delivery period is inclusive of all the lead-time for engineering / procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.

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# APPENDIX -B1

# <u>Drawings Specifications and Bill of materials as per list provided and attached as Additional documents.</u>

DESCRIPTION	DRAWING NO.
STANDARD TANK MANHOLE AND ACCESSORIES DETAILS	1. AGCL/SD/UG/-MS TANK/01 REV 01 DATED 23.07.2023
STANDARD FABRICATION DRAWING FOR UG MS TANKS - 20/25/30 KL	2.AGCL/SD/UG/-MS TANK/02 REV 01 DATED 23.07.2023
STANDARD FABRICATION DRAWING FOR UG MS TANKS - GENERAL ASSEMBLY DETAILS	3. AGCL/SD/UG/-MS TANK/03 REV 01 DATED 23.07.2023
MATERIAL SPECIFICATIONS & BILL OF QUANTITIES - 20/25/30 KL UG. MS TANKS	4. AGCL/DOC/TANK/01 RO DATED 23.07.23

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#### **APPENDIX-B2**

QAP is attached as additional document. Bidders are advised to check the additional documents folder

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### **ANNEXURE-C**

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

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters

stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected:

#### 1.0 TECHNICAL EVALUATION CRITERIA:

- 1.1 Established Manufacturer or fabricator: The Vendor should be a manufacturer of Steel Tank or a Steel Structural fabricator and not a trader or agent of manufacturer. Bidder should be an existing manufacturer (fabricator) & engaged in Fabrication & installation of Tank, currently with all required facilities, equipments, manpower, QAQC, HSE processes in place.
- 1.2 Similar Work Experience:
- 1.2.1 Parties should have successfully completed similar works having minimum value/values as indicated in the Table attached with the Forwarding Letter/Invitation of e- Bid during the last 5 years reckoned from the original bid closing date.
- 1.3 Bidder shall furnish evidence of having the following experience & capacity and furnish an undertaking that they are quite capable of fabricating and supply of 6 nos of UST within a duration of 30 days, reckoned from the date of separate delivery order:
  - 1.3.1 Bidder to mention capacity of their plant / size of fabrication and non fabrication area and shall indicate dedicated capacity/area for fabricating minimum 6 tanks per month for AGCL. Mention the ownership of the premises. In case taken on the lease, mention the lease period.
  - 1.3.2 Bidder to give the list of equipment owned by them and /or taken on lease, along with lease period. AGCL reserves the right to reject any bidder based on inadequate manufacturing and safety devices.
  - 1.3.3 Bidder to provide the list of manpower along with their experience, education, position and the certificates, they hold.
  - 1.3.4 Bidder should have the following machinery as mandatory equipment in their factory:
    - a)Overhead crane / Hydraulic Crane
    - b)SMAW/GTAW welding machine
    - c)The fabricator shall have motor operated bending machine of 1.8 mtr width & rolling machine.
    - d)LASER cutting machine (In case outsourcing, please mention)
    - e)Cutting, grinding machinery used in fabrication of steel structures.
  - 1.3.5 All welders should be certified for minimum 3G position from competent "A" class TPIA accredited NABC ,Please attach certificates.
  - 1.3.6 Bidder should submit WPS (Welding Procedure Specification) and PQR (Procedure Qualification Record)
  - 1.3.7 Bidder should submit a declaration to the effect that they are not currently serving any HOLIDAY listing orders issued by any Oil Marketing Companies or MOPNG or any central or state PSU debarring them from carrying business dealings or serving a banning order. If this declaration is found to be false, AGCL shall have right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.
- 1.4 The fabricator to have a fabrication yard preferably in Assam, so that the transportation cost within Assam can be favourable to AGCL.

- 1.5 The total area of premises (Factory/workshop) shall be minimum 350 sq mtr.
- b. For proof of requisite Experience (refer Clause No. 1.1 & 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:
  - a) Bidder has to upload GST registration including excise returns (or) Factory license (or) ISO Certificate clearly indicating that the bidder is a manufacturer of storage tanks or items of structural steel.
  - b) Bidder must submit the following:
    - A. Contract document /order copy showing details of supply,

AND

- **B. Job Completion Certificate showing:** 
  - (i) Gross value/quantity
  - (ii) Description of items and order no./Contract no.
  - (iii) Contract period/delivery period and date of completion

The following format with Work completion letter from the client shall be submitted in support of the above as proof of satisfactory performance by bidder during the said period of contract.

Sr	Purchase Order Number	Name of company Sold To	Invoice No(copy of GST invoice)/date	Number of Tanks (Nos)	Capacity of Tanks (In KL)	Ref letter of client and line item number there in

- 1. For ongoing orders, vendors shall submit copy of purchase order issued by the company.
- 2. In case of orders placed in currency other than INR, the equivalent INR value as per the currency conversion rate (RBI reference rates) prevailing on the date of Purchase order/contract document will be considered for the purpose of Technical evaluation as per above criteria.
- c. Only Letter of Intent (LOI)/Letter of Award (LOA)/Work Order(s) are not acceptable as evidence of experience.
- d. Mere award of contract(s)/placement of order will not be counted towards experience. Successful completion of the awarded contract(s)/order(s) to the extent of volume/quantities & value, as stipulated under Clause Nos. 1.1 will only be treated as acceptable experience.
- **e.** Following experience will also be taken into consideration:
  - (i) If the prospective bidder has executed contract/order in which supply defined above is also a component of the contract/order.
  - (ii) In case the start date of the requisite experience is beyond the prescribed 05(five) years reckoned from the original bid closing date but completion is within the prescribed 05 (Five) years reckoned from the original bid closing date.
  - (iii) If the prospective bidder is executing similar work/order, which is still running and the executed order (or contract) quantity/period prior to original bid closing date is equal to or more than the minimum prescribed quantities in the BEC.

e.1 Proof of work experience against Para e. (i) and (ii) above, to satisfy a) work/supply defined above b) minimum prescribed value/quantity/period c) prescribed period of 05 years, to be submitted as below:

Bidder must submit the breakup of similar work/supply and its value executed within the prescribed period of 05 years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

- e.2 Proof of work experience against Para e. (iii) above, to satisfy a) work defined above b) minimum prescribed value/quantity/period c) prescribed period of 05 years, to be submitted as below:
  - i. Bidder must submit the following:
    - A. Breakup of similar work/supply
    - B. Contract document/PO showing details of work
    - C. LOA/LOI/Work order showing:
      - (i) Awarded Gross value/quantity
      - (ii) Description of item(s)
      - (iii) Contract no./Work order no./Purchase order
      - (iv) Contract period /delivery period
  - ii. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
    - (i) Work order no./Contract no./PO No.
    - (ii) Executed Gross value/quantity
    - (iii) Period of Work done/supply made
    - (iv) Description of works/supply
- f. 'Similar Work/supply' executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.
- g. Bids submitted for part of the work/supply will be rejected, if not specified.
- h. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.1.
- i. For proof of requisite Experience (refer Clause No. 1.3), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:
  - Bidder shall furnish the spare capacity to be allocated to Assam Gas Company Limited, dedicatedly.
  - Bidder shall give the details of his works layout/size etc
  - Bidder shall furnish the list of manpower along with their experience, education, position (As per above point no 3 covering key personnel in the work premises and the other team members spread across the area to take care of the work.
  - A self-certified letter stating acceptance of all points mentioned in the clause 1.3 above.
  - AGCL may verify the machineries at location before technical evaluation/issuance of purchase order and may reject the offer if infrastructure as quoted/offered is found to

be inadequate.

1.4 The bidder must confirm the following in their bid:

To quote for full service against each group (location-wise)as specified in 'Scope of Work' and submit filled up 'Price bid format/Schedule of Rates'.

1.5 Similar Works: Means 'Fabrication and supply of 9KL and above undergroung storage tanks(UST)

#### 2.0 FINANCIAL EVALUATION CRITERIA:

- 2.1 Annual Financial Turnover of the bidder during any of the preceding 03 (Three) financial/accounting years from the original bid closing date should be as per the Table attached with the forwarding letter / invitation to e bid.
- 2.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause 2.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

#### Notes to BEC Clause 2.0 above:

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
  - (i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per APPENDIX C3

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

- b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per APPENDIX C4
- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

- 2.3 In case the bidder is a Government Department, they are exempted from submission of document mentioned under para-a. and **b.** above.
- 2.4 Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 2.1 & 2.2.

#### 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
- 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 in 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
- 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 in each group 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/order 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 Group wise 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 India Ltd.
- 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.

- 4.9.13 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.
- 4.9.14 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.
- 4.9.15 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.
- 4.9.16Price 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).
- 4.9.17 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.
- 4.10 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 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 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.

############

#### **APPENDIX C1**

<u>Format</u>	of	undertaking	by	<b>Bidders</b>	towards	submission	of	authentic
<u>informat</u>	ion/do	ocuments	_					
		(To be t	yped	on the lette	r head of th	e bidder)		
Def Ne					Data			
Ref. No_					Date			
To,								
•	Retail	Business						
-		ompany Limited						
Duliajan		•						
-								
Sub: Unc	<u>lertak</u>	king of authentic	city of	<u>informatio</u>	n/document	s submitted		
Ref: You	r tend	ler No	. D	ated	_			
Sir,								

With reference to our quotation against your above-referred tender, we hereby

We take full responsibility for the submission of authentic information/documents against

We also agree that, during any stage of the tender/contract agreement, in case any of the

undertake that no fraudulent information/documents have been submitted by us.

the above cited bid.

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,

Name:

**Designation:** 

For (type name of the firm here)

Signature of Authorised Signatory:

Phone No.		
Place:		
Date :		
(Affix Seal of the Organization h	ere, if applicable)	
	######################################	
	APPENDIX C2	2
CERTIFICAT	TE OF ANNUAL TURN	OVER & NET WORTH
TO BE ISSUED BY PRACTIS LETTER HEAD	ING CHARTERED AC	COUNTANTS' FIRM ON THEIR
	st 03(Three)comp	
YEAR	TURN OVER In INR	NET WORTH In INR
Place: Date:		
Seal:		

Membership Number: Registration No.:	Signature
UDIN:	
	******
<u>A</u> F	PPENDIX C3
	RIZED SIGNATORY OF THE BIDDER ON THE ER HEAD OF THE BIDDER)
CERTIFICATE OF COMP	LIANCE TO FINANCIAL CRITERIA
Ref : Note 'b' under Clause 2.2 Financia	al Criteria of BEC/BRC of Tender No -
I((	the authorized signatory(s) of Company or Firm name with address) do hereby as under:
The balance sheet/Financial Stateme actually not been audited as on the Original Control of the	nts for the financial year have ginal Bid Closing Date.
Yours faithfully,	

Page **62** of **68** 

For (type name of the firm here)

Signature of Authorized Signatory

(Affix Seal of the Organization here, if applicable)

Name:

Place: Date:

Designation: Phone No.

<u>Note:</u> 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.

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## **ANNEXURE-D**

# **PURCHASE ORDER ACCEPTANCE**

То
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:
#####
ANNEXURE-E
PERFORMANCE SECURITY FORM
TO,
Assam Gas Company Limited Duliajan - 786 602 Assam, India
WHEREAS

	cription tract").	of	the	Work)	(hereinafter	called	"the
furni	ish you w	vith a	Banl		ulated by you in the said Contract that the Co ee as security for compliance with Contractor		
such beha figur in th unde sum to sh the r	n a Bank alf of res) e types a ertake to or sums now grou	Gua the and pay with	propo you, in the	ee; NOW intractor, ortions of upon you limits of g asons for y	orate the Bank Name) have agreed to give the THEREFORE we hereby affirm that we are Goup to a total of (Amount of Gourrencies in which the Contract price is pay a first written demand and without cavil or an arrantee sum as aforesaid without your needing our demand for the sum specified therein. We the said debt from the Contractor before presented.	Suarantor uarantee being pay able, an guments ng to pro hereby v	rs on e in yable d we s, any eve or vaive
Cont may	tract or the be made	he w e bet	ork to tween	be perfo	ge or addition to or other modification of the rmed thereunder or of any of the Contract doc the Contractor shall in any way cease us fro reby waive notice of such change, addition or i	uments w m any lia	vhich bility
This	guarant	ee is	s valid	d until the	day of		
The	details o	of the		ing Bank Issuing B	and Controlling Bank are as under:		
BAN BAN		_ ID: PHNI B.	E NO: Conti	: IFSC CO	DE OF THE BANK:		
Nam	e of the	Con	tract	Person at	t the Controlling Office with Mobile No. and E	mail ad	dress:.
Not	twithstaı	nding	g any	thing con	tained herein:		
c) d)	b) We are Guaran before of BG P At the e Guaran under t our lia	Thing liab tee LUS end of tee his O	s gua ole to only one y of the Plus I Guara	rantee sh pay the and only year claim claim per Minimum intee shal nder this	this Bank Guarantee shall is restricted upto pall be valid till	ler this I emand c ate of Ex f the I Il your ri rged fro	Bank on or xpiry Bank ights m all
Naı	me of the	e Coi	ntact	Person a	t the Controlling Office with Mobile No. and e	-mail	
ado	dress:						
	SNATUR signation		DSEA	LOFTHE	GUARANTORS:		

Name of the Bank:	
Address:	

#### #####

#### **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:	<del></del>	
Assam Gas Comp DULIAJAN, ASSA	_		
Subject: Tender I	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. Issuance of tender documents to any Bidder/does not qualify the Bidder to claim the award of the work or place any obligations on ASSAM GAS COMPANY LIMITED. The award of the work will be done based on ASSAM GAS COMPANY LIMITED laid down acceptance criteria and ASSAM GAS COMPANY LIMITED will have the sole right to accept or reject any Bid. whatsoever.
- 5. 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.
- 6. 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.

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	PO/PR/Standards referre	ed there in/ Job specifications /Ap	pproved documents	s includ	ling tank drawings,	specifica	ation sheet /applical	ble cod	de of practice	/approved standa	rd practice		
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3	INSPECTION AND TEST	REQUIREMENTS:			1								
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													ted in the area is for AGCL. Such stacked of the conducted for non identified/non
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	TPI name				<u> </u>								
	Date of inspection							<u> </u>					
	Unique Tank number				<u> </u>								
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2	PLATES , SHEET ,FLATS,	DIMENSIONS LIKE LENGTH/WIDTH/THICKNESS ,SIZE ,DIAMETER/ID-OD OF PIPES,FLANGES ,DIA OF BARS ETC	PHYSICAL MEASUREMENT		RANDOM LOT WISE- ONE ITEM EAC	CH IS MUST	RESPECTIVE STANDRAD/INVOICE OF SUPPLIER/BATCH REPORT		INSPECTION REPORT	Р	R	w	ATTACH INSPECTION REPORT

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3	STRUCTURALS, ISA./ISC/ RODS , BAR ECT.	CHECK IF THE MATERIAL IS FREE FROM VISUAL DEFECTS LIKE CRACKS, DEEP DENTS, WAVINESS, HEAVY MILL SCALE, SCRATCHES, BURRS ETC	VISUAL INSPECTION		RANDOM LOT WISE. LOOK AT ALL I AVAILABLE IN STACK	MATERAIL	STANDRAD PRACTICE		INSPECTION REPORT	Р	R	w	ATTACH INSPECTION REPORT
4		CHEMICAL/PHYSICAL	-MILL TEST CERTIFICATE/ LAB. REPORT		ONE SAMPLE FROM EACH ( OR ) BATCH NO. ( OR ) L		RESPECTIVE STANDRAD/INVOICE OF SUPPLIER/BATCH REPORT		MTC'S / LAB TC/INSPECTION REPORT	Р	R	w	ATTACH INSPECTION REPORT AND INVOICE /MTC CERTIFICATE OF LOT
5	PIPING MATERIAL	AS PER IS 1239 PART 1,BLCK HD	VISUAL - MESUREMENT AND MARKING /COLOUR CODE ON PIPES		100%		APPRD. DRAWING /RESPECTIVE STANDRAD		MTC'S / LAB TC/INSPECTION REPORT	Р	v	w	ATTACH INSPECTION REPORT AND INVOICE /MTC CERTIFICATE OF LOT
6	PRIMER PAINT	SHALI PRIME PW -CT /CONFORMS TO AWWA C 203 : 2015, IS 10221 AND IS 15337 : 2003 AND EIL SPECIFICATION	VISUAL/PURCHAGE INVOICE		PRIMER MATERIAL /DRUM AVAILABLE IN STOCK /IN	AI RIMER MATERIAL /DRUM DI //AILABLE IN STOCK /IN USE. S'			INSPECTION REPORT	Р	V	w	ATTACH INSPECTION REPORT AND IINVOICE
7	WELDING ELECTRODES	ELECTRODE FOR METAL ARC WELDING AS PER IS814	VISUAL/PURCHAGE INVOICE		RANDOM		IS814		INSPECTION REPORT	Р	V	W	ATTACH INSPECTION REPORT AND IINVOICE
8	GASKETS	CAF GR20 ,IS 2712,GR O/1	VISUAL/PURCHAGE INVOICE/MARKING ON MATERIAL		100% OR AS PER APPRD.	. DRAWING	APPRD. DRAWING		INSPECTION REPORT	P V		w	ATTACH INSPECTION REPORT AND IINVOICE
SR.No.	STAGE/DESCRIPTION/ACTIVITY	CHARACTERISTIC TO BE CHECKED	TYPE/MODE OF CH	ECK	QUANTUM OF CHI	ECK	REF.DOC./ACPT. CRITI	ERIA	FORMAT OF RECORD	RE	SPONSIBILTY/SCOP	E	REMARK
										SUPPLIER	TPI	AGCL	
В	INSPECTION , POST FEBRICATION												
	GENERALPLATE WORK, AND TRUCTURAL STEEL FABRICATION												
1	VISUAL	QUALITY OF WELD AND SIZE, PROFILE, SURFACE QUALITY I.E. FREE FROM VISUAL DEFECTS LIKE UNDER CUTS, SLAG, POROSITY, OVERALL WORKMANSHIP, VERTICAL JOINT OFFSET, STAGGERING OF SHELL PLATE, ECT/ANGLE, CHANNELS, PADS, .EVERY ITEM NEEDED TO COMPLETE THE TANK ASSEMBLY.	-VISUAL	- PT	VISUAL - 100%, ALL JOINT MEMBERS PT - RANDOM BUT MIN 1 WELDS SIZES		APPRD. DRAWING & RESPECTIVE STANDRAD. STANADRD MATHOD OF DPT TEST		INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWING ,CODE OF PRACTICE , INSTRUCTION ,AS APPLICABLE. SELECT DPT AT CRITICAL SECTIONS IS PREFERED . FORMAT AND SOP TO BE PRESENTED BY TPI, APPROVED BY AGCL
2	PLACEMENT OF ACCESSORIES LIKE MANHOLE ,DIP AND ATG RISER , VENT, ORIENTATION OF NOZZLES, HOLDING DOWN SUPPORTS, EARTH BOSS	POSITIONING OF SECTIONS / CONNECTION / OPENINGS/EARTH BUS	- MESUREMENT VISUAL	-	100%		AS PER APPRD. DRAWING		INSPECTION REPORT	Р	v	w	TPI TO MAKE OBSERVATION AND MEASUREMENT FORMAT AND GET AGCL APPRVAL.
3	AS BUILLT DIMENSIONS	AS BUILT DIMENSIONS OF ALL MEMEBERS, SIZES, PLACEMENT, NUMBERS	- VISUAL MEASUREMENT	-	-100%		APPRD. DRAWING		INSPECTION REPORT	Р	V	w	IT IS VENDOR'S RESPONSIBILITY THAT EACH ITEM IS COMPLETED FULLY AS PER STANADRDS (EXCEPT PRIME COAT OF PAINT), IN ALL RESPECTS AND CHECKED INTERANLLY, BEFORE OFFERING FINAL CALL OUT OF THE INSPECTION.  TANK ACTUAL AS BUILT DIMENSION TO BE COMPARED
4	SHOP ASSEMBLY OF ALL ITEMS	ASSEMBPLY & Aluminum DRIP ROD / Dip Pipe/Aluminum FILL CAP ASSEMBLY /	PHYSICALLY DONE AT SHOP	-	- 100%		APPRD. DRAWING		INSPECTION REPORT	Р	V	w	PHOTOGRAPH OF CRITICAL ASSEMBLIES/ACCESSORIES TO BE PASTED IN INSPECTION REPORT BY TPIA.
5	SURFACE PREPARATION	REMOVAL OF LOOSE SCALE, WELD SPATTER, SLAG, TACK WELDS, GREASE, DIRT & OTHER FOREIGN MATERIAL BY MECHANICAL CLEANING AS PER THE	-VISUAL		100%		APPRD. DRAWING/STANA PRACTICE	DRD	INSPECTION REPORT	Р	V	w	
	DETAILED MEASUREMENTS												
6	SHELL PLATE THICKNESS	THICKNESS /JOINTS ARRANGEMENT	MEASUREMENT	Γ	Random at 6 point AS GL AGCL	UIDED BY	APPRD. DRAWING AND	SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
7	END PLATES THICKNESS	THICKNESS /JOINTS ARRANGEMENT	MEASUREMENT	Γ	Random at 6 point AS GU AGCL	UIDED BY	APPRD. DRAWING AND	SPECS	INSPECTION REPORT	Р	V	W	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
8	OUTSIDE DIAMETER (OD)	OD OF TANK	MEASUREMENT	г	Random at 6 point AS GU AGCL	UIDED BY	APPRD. DRAWING AND	SPECS	INSPECTION REPORT	Р	V	W	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
9	OUTSIDE LENGTH (TL)	TL OF TANK	MEASUREMENT	г	Random at 6 point AS GU AGCL	UIDED BY	APPRD. DRAWING AND S	SPECS	INSPECTION REPORT	Р	v	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
		+	·										

10	CIRCUMFERENCE OF TANKS	OUTSIDE CIRCUMFERENCE	MEASUREMENT	Random at 3-6 PLACES AS GUIDED BY AGCL	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
11	INSIDE DIAMETER (ID)	INTERNAL DIA OF TANK	MEASUREMENT	Random at 6 point AS GUIDED BY AGCL	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	W	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
12	INSIDE LENGTH (IL)	IL OF TANK	MEASUREMENT	Random at 6 point AS GUIDED BY AGCL	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	W	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
13	LINE AND LEVEL OF TANK	SHAPE AND SIZE	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	W	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
14	CIRCULARITY OF TANK ENDS	SHAPE AND SIZE	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
15	POSITION OF LONG SEAM WELD	ALONG SEAM WELD, IN TOP HALF OF TANK	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
16	STIFFENERS/ANGLES	NUMBERS AND SIZES/WELD QUALITY	VISUAL/COUNT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPRPVED FORMAT ALONG WITH PHOTOS.
17	DISTANCE BETWEEN TWO CROSS WELDS	DISTANCE AND QUALITY OF WORK	MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
18	WELD BETWEEN SHELL AND END PLATES	DIMENSION, APPEARANCE, TYPE OF WELD	, VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	W	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
19	SHELL PLATE TO STIFFENER JOINT	DIMENSION, APPEARANCE, TYPE OF WELD	, VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
20	MANHOLE TO SHELL PLATE JOINT	DIMENSION, APPEARANCE, TYPE OF WELD	, VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
21	VERTICAL STIFFENER ANGLE JOINTS	NUMBERS, DIMENSION, APPEARANCE, TYPI	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
22	PAD PLATES TO SHELL PLATES JOINT	NUMBERS, DIMENSION, APPEARANCE, TYPI	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
23	LIFTING LUG TO SHELL PLATE JOINT	NUMBERS, DIMENSION, APPEARANCE, TYPI	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
24	EARTHING BOSS ARRANGEMENT AT TANK END PLATE JOINTS	NUMBER,PLACE,WELING, SIZE ,QUALITY	COUNT/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
25	PADS	NUMBER,PLACE,WELING, SIZE ,QUALITY/ALL PADDING ITEMS	COUNT/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
26	MANHOLE	DIAMETER, THICKNESS, NECK LENGTH, FLANGE- PLATE THICKNESS, QUALITY OF DRILL HOLES, WELDING	VISUAL/MEASUREMENT	04 diagonal points	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
27	FILL PIPE (80 NB) ARRANGEMENT AT MANHOLE	1 NUMBER, flange, bolts, ID/OD, welding etc,pipe length ,perforations, etc	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
28	SUCTION PIPES (50 NB) -SPARE NOZZLE	1 NUMBER flange, bolts, ID/OD, welding,pipe length, etc	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS
29	STP NOZZLE ARRANGEMENT	2 NUMBERS ,flange, bolts, ID/OD, welding, pipe length, etc	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
30	DIP PIPE & DIP PIPE NOZZLE (50 NB) ARRANGEMENT	1 NUMBER flange, bolts, ID/OD, welding,pipe length, perforations, etc	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
31	VENT OPENING (50 NB),ARRANGEMENT	1 NUMBER flange, bolts, ID/OD, welding,pipe length, etc	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
32	ATG RISER PIPE ARRANGEMENT WITH CAP	1 NUMBER flange, bolts, ID/OD, welding,pipe length ,LOCKING Arrangement	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
33	FLANGES -AT MANHOLE, DIP.ATG,VENT	NUMBER flange, bolts, quality of weld and drill holes,ID/OD, welding et	COUNTING, VISUAL, MEASURENT		APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
34	GASKETS-ALL	3mm thick ,CAF,SPCS, FINISH,MAKE	COUNTING, VISUAL, MEASURENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
35	APPROVED MAKE OF NUTS & BOLTS	NUMBERS, MAKE ,QULITY,WASHERS	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	٧	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.

36	HOLDING DOWN ARRANGEMENT WITH BOX AND NUT/BOLT/WASHER/SUPPORT ANGLE FASTNER	08 Nos, Diameter, Turn buckle Length, Bolt length, FINISHING,	COUNTING, VISUAL, MEASURENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	P	v	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
37		SIZE, METAL, THREADING, FIXING ARRANGEMENT, HOLE IN KNOB, FIXING PIN	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	v	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
38	ALUMINUM FILL CAPS WITH LOCKING ARRANGEMENT	SIZE, METAL, THREADING, FIXING ARRANGEMENT, CHAIN	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	W	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
39	AL. DIP ROD OF 12 MM X 12 MM	1 No, ADEQUATE LENGTH, ARRANGEMENT TO FIX KNOB, GRADUATIONS IN MM , METAL, SIZE	VISUAL/MEASUREMENT	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	W	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
40	TANK CALIBRATION CHART	APPROPRIATE FOR TANK, CALIBRATED EVERY 2 MM	VISUAL	100%	APPRD. DRAWING AND SPECS	INSPECTION REPORT	Р	V	w	AS PER APPROVED DRAWINGS AND SPECS TO BE REPORTED IN APPROVED FORMAT ALONG WITH PHOTOS.
41	TANK PRESSURE TESTING	TEST AT 0.75 kg / cm2 Pressure	-VISUAL -MEASUREMENT	100%	AS PER QAP,02 HOUR MINIMUM HOLDING PERIOD WITH NO DROP IN PRESSURE	INSPECTION REPORT, HYDRO TEST CERTIFICATE	Р	V	w	PRESSURE TESTING SHOULD BE DONE WITH WATER. VENDOR TO ARRANGE FOR WATER AND EQUIPMENT IN ADVANCE.  HAMMERING AT WELDING JOINTS WITH WOODEN HAMMER/PLANK SHOULD BE DONE ONCE TANK IS PUT UNDER PRESSURE, TPIA SHOULD WITNESS THE SAME AND RECORDS IN INSPECTION REPORT.  CALIBRATED PRESSURE GAUGES OF RANGE 0-1BAR – 2 NOS – 6°DIAL 1% ACCURACY, WITH LEAST COUNT OF 0.01 BAR HAVING VALID CALIBRATION CERTIFICATION TRACEABLE TO NABL STANDARD.  PHOTOGRAPHIC EVIDENCE OF HYDRO TEST SHOULD BE PASTED IN INSPECTION REPORT OF TPIA.
SR.No.	STAGE/DESCRIPTION/ACTIVITY	CHARACTERISTIC TO BE CHECKED	TYPE/MODE OF CHECK	QUANTUM OF CHECK	REF.DOC./ACPT. CRITERIA	FORMAT OF RECORD	RE	SPONSIBILTY/SCOP	E	REMARK
С	PRE IPTCH CHECK									
1	PRIMER PAINT	QUALITY OF PAINT, MAKE, OVER ALL THICKNESS OF PRIMER , UNIFORMITY	-VISUAL -MEASUREMENT	THOROUGH .15-20 PLACES AT LEAST . ENSURE 2-3 MEASUREMENT AT BOTTOM OF THE TANK COMPULSORILY	MTC & TECH SPECS	INSPECTION REPORT	Р	v	w	SHALI PRIME PW -CT /CONFORMS TO AWWA C 203 : 2015, IS 10221 AND IS 15337 : 2003 AND EIL SPECIFICATION / TWO COAT OF 35-40 MICRON EACH, DFT AT 15-18 PLACES TO BE MEASURED. 3-4 PLACES AT END PLATES EACH, 6 PLACES IN SHALL, 3-4 PLACES IN SUPPORT STRUCTURE ,PIPING ,FLANGES, MANHOLE
2	NAME PLATE OF TANK	COMPLETENESS OF DETAILS, QUALITY, SIZE, FIXING,	VISUAL		SPECIFICATIONS	INSPECTION REPORT	Р	V	w	REFER DETAILS REQUIRED AT NAME PLATE AS PER PO /TENDER SPECS
3	OVER ALL WORK	COMPLETENESS OF DETAILS, QUALITY,	VISUAL	i	OVER ALL SPECS	INSPECTION	P	l v	l w	OVER ALL CRITERIA AS PER PO TO BE CCONFIRMED

THE DOCUMENT COVERS MOST OF THE PARAMETERS OF QAP. HOWEVER ANY THING NEEDED IN ADDITION, OVER AND ABOVE THE SAME WOULD BE CONSIDERED DURING PROCESS
ITEMS WILL BE CLEARED FOR SURFACE PREPARATION AND PAINTING ONLY AFTER SATISFACTORY DIMENSIONAL AND VISUAL INSPECTION.
ALL MATERAIL QUALITY, SPECS , DIMENSIONS SHALL BE AS PER PO/TENDER/SPECS CONDITIONS. VENDOR SHALL BE ABLE TO PRODUCE ALL NEEDED DOCUMENTS ACCORDINGLY
VENDOR SHALL ARRANGE ALL EQUIPMENT/WATER, INSPECTING TOOLS, SCAFOLDING, HSE ETC. EQUIPMENTS SHALL BE ALL CERTIFIED AND CALIBRATED. THE SAME SHALL BE MENTIONED IN THE REPORTS BY TPI
ALL TEST CERTIFICATES, INTERNAL REPORTS SHALL BE FURNISHED BY CONTRATOR / VENDOR DURING RELEVANT INSPECTION STAGES.
WHEREVER REFERENCE IS MADE TO DRAWINGS / DATASHEETS / PROCEDURES, THEY ARE TO BE READ AS APPROVED DRAWINGS / DATASHEETS / PROCEDURES ETC.,
ACCEPTANCE CRITERIA SHALL BE AS PER CONTRACT SPECIFICATION / APPROVED DRAWINGS / APPROVED DATA SHEETS / APPLICABLE CODES / STANDARDS.
WITHIN ONE WEEK OF RECEIPT OF THIS QAP FROM TPI(IR), VENDOR TO SIGN AND SEND A COPY OF THIS QAP TO AGCL AS A TOKEN OF ACCEPTANCE.OTHERWISE IT IS DEEMED AS ACCEPTED BY CONTRACTOR / VENDOR.
VENDOR SHALL GIVE CALL OUT FOR INSPECTION ,TO AGCL AND TPI BOTH SIMULTANEOUSLY AND COORDINATE FOR THE SAME
TPI SHALL MAKE ALL REQUIRED REPORTING FORMATS AND GET APPROVAL BY AGCL AND SHARE WITH THE VENDOR
ATTACH PHOTOGRAPHS OF ALL TESTING, TANK PARTS, NAME PLATE, ALONG WITH TPI CLEARNACE CERTIFICATE. TPI TO MAKE SUCH LIST AND EXAMPLES PPT AND GET AGCL APPROVAL, ALONG WITH INVOICES, BATCH REPORT, LAB REPORTS ETC.
RT MAY BE INSISTED BY THE COMPANY IN CASE OF ANY DOUBT/CLARITY AS REQUIRED BY THE COMPANY
PACKING LIST SHALL BE SIGNED OFF BY THE TPI ALONG WITH CLEARANCE CERTIFICATE

# **ABBREVIATIONS**

DFT: Dry Film Thickness RT: Radiography Testing ITP: Inspection and Test Plan TPI: Third Party Inspection Agency

IR - Ispection report TC : Test Certificate IC : Inspection Certificate UT - Ultrasonic Test

MTC- Manufacturer's Test Certificate V - Verify

N/A – Not Applicable VDR : Vendor Data Requirement

P - Perform W-Witness

DPT-Dye Penetration Test WPS: Welding Procedure Specification PR: Purchase Requisition WQR-Welders Qualification Record

PMI : Positive Material Identification

PO: Purchase Order

R- Review

# SIGNATURE, NAME, SIGN AND SEAL OF VENDOR

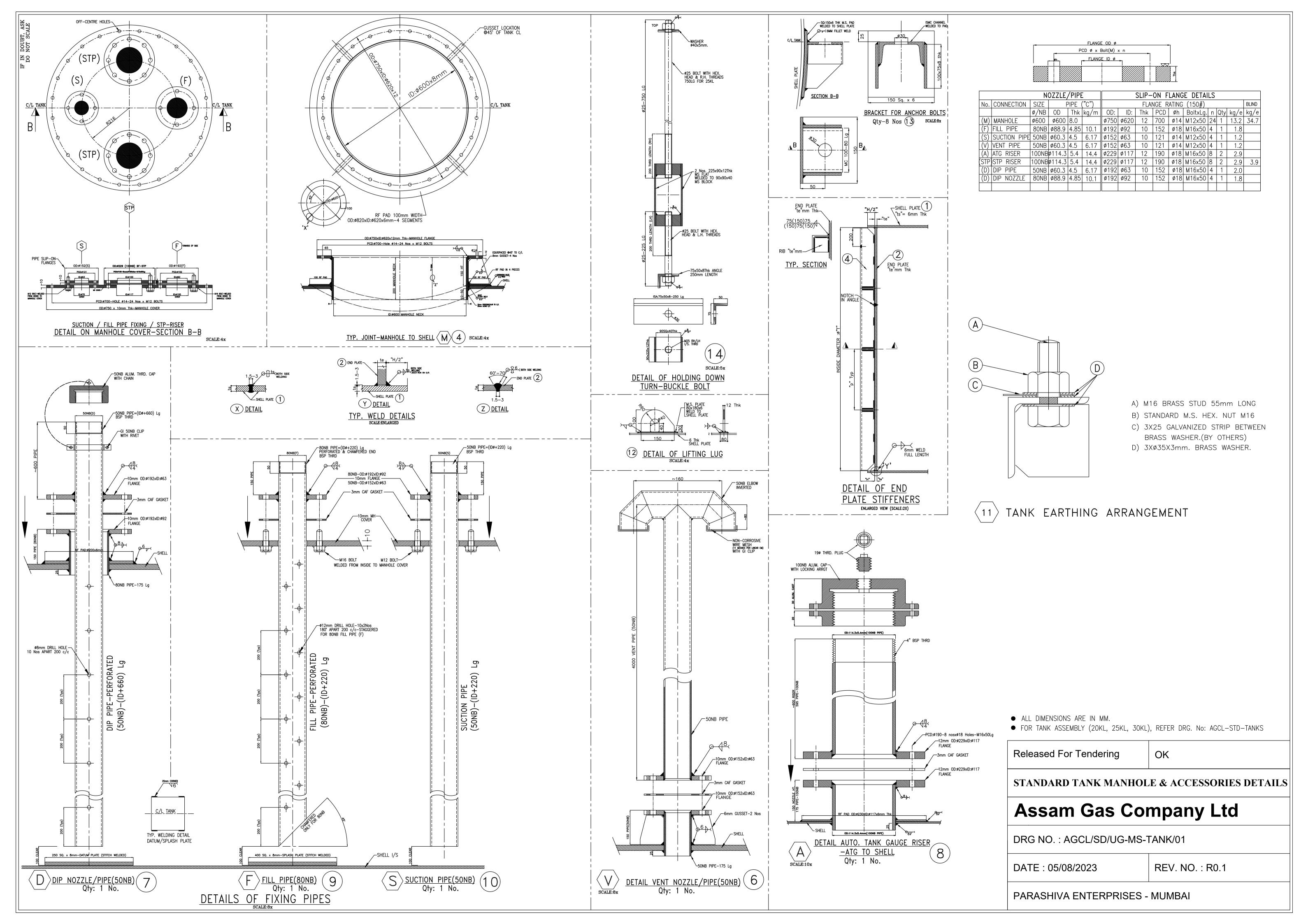
SIGNATURE, NAME, SIGN AND SEAL OF TPI

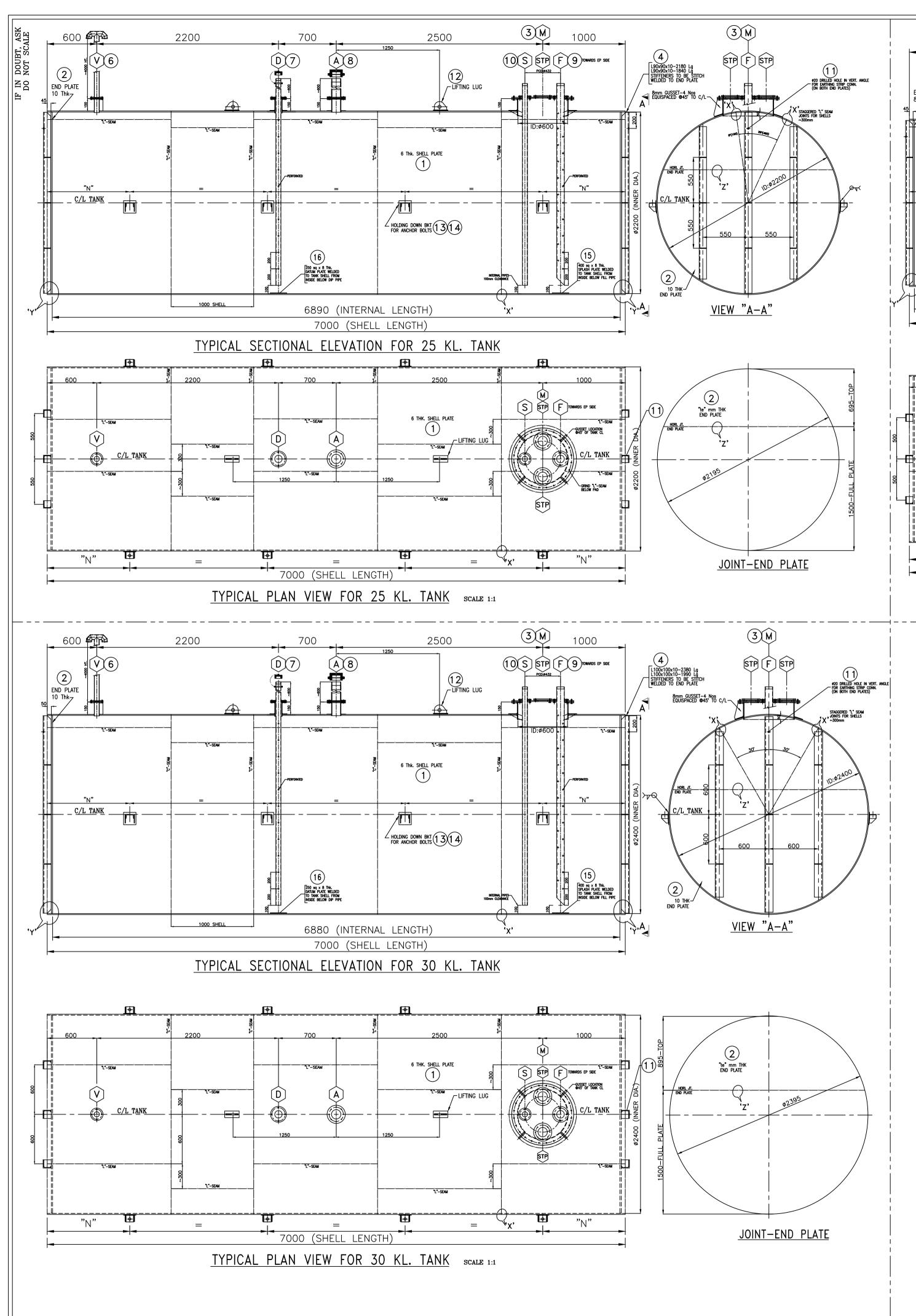
SIGNATURE, NAME, SIGN AND SEAL OF AGCL OFFICER

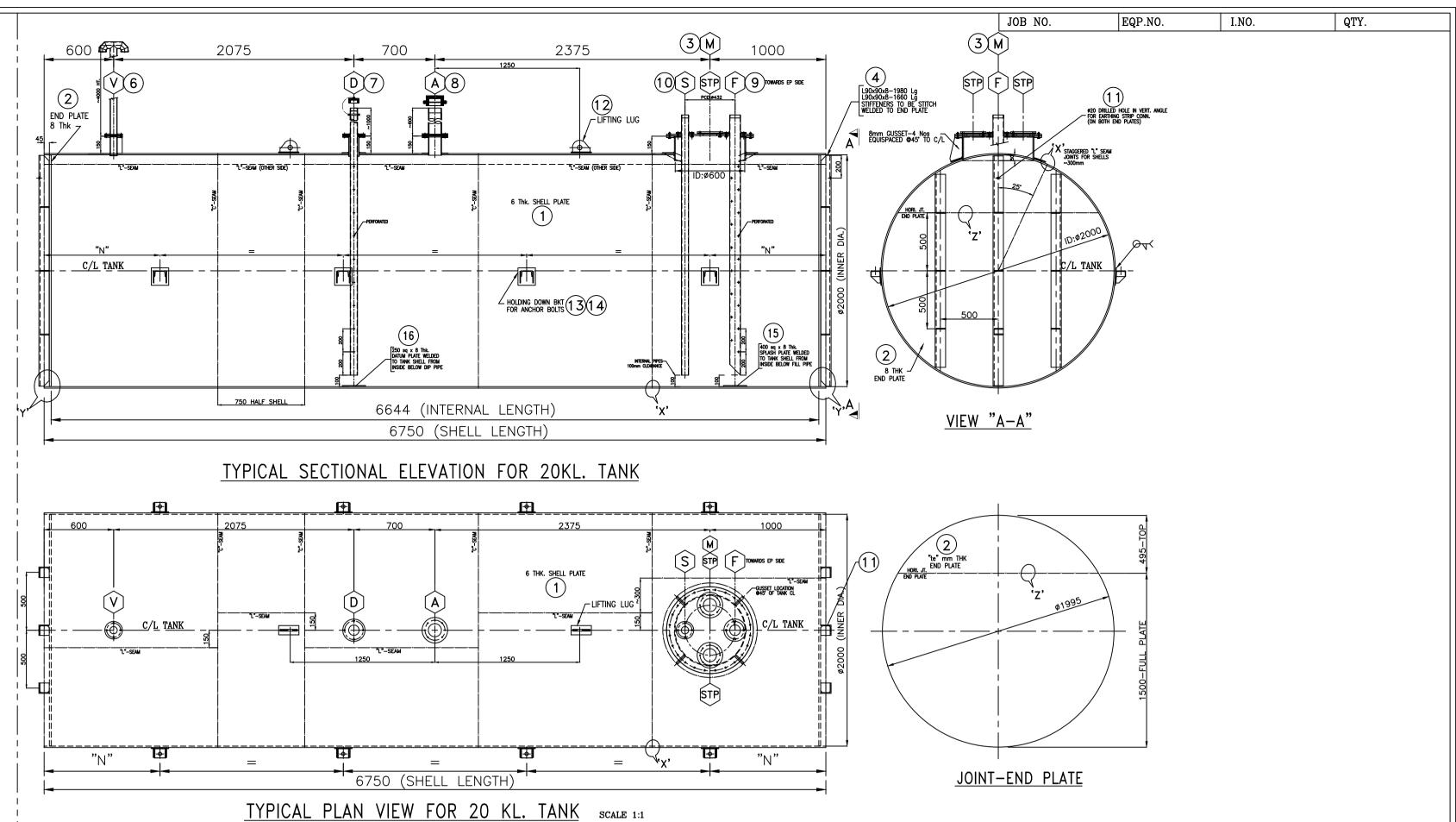
Enclosures: a/a

Acceptance /rejection report to be sent separately along with all documents/photos/reports/invoices and this quality test plan

15 SPLAS  77 MS PI  76 MS AI  75 MS FI  74 MS BI  73 M25 F  72 ¢BAR  71 ¢BAR  14 HOLD  73 GUSS  72 CHAN	M PLATE (BELOW DIP PIPE) SH PLATE (BELOW FILL PIPE) LAIN WASHER						_	T					
/7 MS PI /6 MS AI /5 MS FI /4 MS BI /3 M25 F /2 ¢BAR /1 ¢BAR 14 HOLD /3 GUSS /2 CHAN	LAIN WASHER		1	250 Sq. x 8 thk		3.9	1	250 Sq. x 8 thk		3.9 1	250 Sq. x 8 thk		
/6 MS AI /5 MS FI /4 MS BI /3 M25 F /2 ¢BAR /1 ¢BAR /1 GUSS /2 CHAN			1	400 Sq. x 8 thk			1	400 Sq. x 8 thk		10.0 1	400 Sq. x 8 thk		
/5 MS FI /4 MS BI /3 M25 F /2 ¢BAR /1 ¢BAR /1 ¢BAR /3 GUSS /2 CHAN		MS-IS:2062		¢0D:45x¢ID:30x5 thk L:75 x 50 x 8-250 Lg	0.04 1.9			¢0D:45x¢ID:30x5 thk L:75 x 50 x 8-250 Lg	0.04 1.9		¢0D:45x¢ID:30x5 thk L:75 x 50 x 8-250 Lq	0.04	
/4 MS BI /3 M25 F /2 ¢BAR /1 ¢BAR 14 HOLD /3 GUSS /2 CHAN				90 x 225 x 12 thk	3.8	-		90 x 225 x 12 thk	3.8		90 x 225 x 12 thk	3.8	
/2 ¢BAR /1 ¢BAR 14 HOLD /3 GUSS /2 CHAN	LOCK (M25-RH & LH INT. THREADED)			90 Sq. x 40 thk	5.1		_	90 Sq. x 40 thk	5.1	+ <del></del>	90 Sq. x 40 thk	5.1	
/1 ¢BAR 14 HOLD /3 GUSS /2 CHAN	HEX. NUTS	MS-IS:1367	2	M25 SIZE (WITHOUT THRD)	0.05		2	M25 SIZE (WITHOUT	0.05	2	M25 SIZE (WITHOUT	0.05	
/1 ¢BAR 14 HOLD /3 GUSS /2 CHAN	WITH M25x200 lg RH-THREADED		1	¢25 x 750 Lg	2.9		1	THRD) ¢25 x 750 Lg	2.9	H 1	THRD) ¢25 x 750 Lg	2.9	
/3 GUSS /2 CHAN	WITH M25x200 lg LH-THREADED	MS-BLACK		¢25 x 225 Lg	0.9			¢25 x 225 Lg	0.9	-	¢25 x 225 Lg	0.9	
/2 CHAN	ING DOWN TURN-BUCKLE BOLT		8		14.7	117.6				4.7 117.6 8		14.7	1
		MS-IS:2062		100 x 75 x 8thk ISMC 100x50-80 Lg	0.9			100 x 75 x 8thk ISMC 100x50-80 Lq	0.9		100 x 75 x 8thk ISMC 100x50-80 Lg	0.9	
/1 PAD F	PLATE	1010-10.2002		150 Sq. x 6 thk	1.1		_	150 Sq. x 6 thk	1.1		150 Sq. x 6 thk	1.1	
	ING DOWN BRACKETS FOR ANCHOR		8	·	2.8	22.4	8			2.8 22.4 8		2.8	
	FORCEMENT PAD PLATE	MS-IS:2062		80 x 180 x 6 thk	0.7			80 x 180 x 6 thk	0.7		80 x 180 x 6 thk	0.7	
/1 LIFTIN	NG LUG ASSLY.		2	100 x 150 x 12 thk	1.4 2.1	4.2	_	100 x 150 x 12 thk	1.4	2.1 4.2 2	100 x 150 x 12 thk	2.1	
	HING HEX. BOLT/NUT/WASHER ASSLY.	BRASS	_	M16 x 50 Lg				M16 x 50 Lg			M16 x 50 Lg		
	ET PACKING	CAF Gr.20		OD:¢152xID:¢63x3thk				OD:¢152xID:¢63x3thk		+ +	OD:¢152xID:¢63x3thk		
	BOLT / NUTS / WASHER ON FLANGE 50NB (ASA #150 )	MS-IS:1367		M12x50Lg	0.05			M12x50Lg	0.05	+ H—	M12x50Lg	0.05	
	, ,	MS-IS:2062	1	OD:¢152xID:¢63x10thk	1.2		1	OD:¢152xID:¢63x10thk	1.2	1	OD:¢152xID:¢63x10thk	1.2	
/1 SUCT	ION PIPE-50NB	MS-IS:1239(C)		OD:060.3x4.5thkx2420 Lg	14.9			OD:060.3x4.5thkx2220 Lg	13.7	1	OD:060.3x4.5thkx2620 Lg	16.2	
10 SUCT	ION PIPE ASSLY.(50NB)		1			16.2	1			15.0 1			
	I. CAST FILL CAP ASSEMBLY (80NB),	ALUM. CAST											
	LOCKING ARRANGEMENT ET PACKING		1	OD:¢192xID:¢51x3thk			1	OD:¢192xID:¢51x3thk			OD:¢192xID:¢51x3thk		
	BOLT / NUTS / WASHER	CAF Gr.20 MS-IS:1367	_	M16x50Lg	0.05			OD:¢192XID:¢51x3thk	0.05		OD:¢192XID:¢51X3thk M16x50Lq	0.05	
	ON FLANGE 80NB (ASA #150 )	MS-IS:2062	_	OD:¢192xID:¢92x10thk	1.8	ŀ	_	OD:¢192xID:¢92x 10thk	1.8	- H	OD:¢192xID:¢92x10thk	1.8	
/1 FILL F	PIPE-80NB (PERFORATED)	MS-IS:1239(C)		OD:088.9x4.85thkx2420 Lg	24.5			OD:088.9x4.85thkx2220 Lg	22.4	1 1	OD:088.9x4.85thkx2620 Lg	26.5	
	PIPE ASSLY.(80NB)-PERFORATED/CHAM	` '	1			26.4	-			24.3 1		25.5	:
	ADED PLUG WITH SQ. HEAD	MS CAST	_	¢20x30 ht.	0.05	20.4	1	¢20x30 ht.	0.05		¢20x30 ht.	0.05	
	I. CAST CAP (100NB), WITH LOCKING	ALUM. CAST		OD:¢150x(30+20) ht.	0.00			OD:¢150x(30+20) ht.	0.00		OD:¢150x(30+20) ht.	0.00	
	ET PACKING	CAF Gr.20	1	OD:¢229x3thk		ļ	1	OD:¢229x3thk		1	OD:¢229x3thk		
	BOLT / NUTS / WASHER	MS-IS:1367		M16x50Lg	0.1			M16x50Lg	0.1		M16x50Lg	0.1	
	AD PLATE	MS-IS:2062	1	OD:¢230xID:¢117x6thk	1.5		1	OD:¢230xID:¢117x6thk	1.5	1	OD:¢230xID:¢117x6thk	1.5	
/3 RISER	R PIPE-100NB, THREADED END	MS-IS:1239(C)	1	OD:0114.3x5.4thkx595 Lg	8.7		1	OD:0114.3x5.4thkx595 Lg	8.7	1	OD:0114.3x5.4thkx595 Lg	8.7	
/2 SLIP-C	ON FLANGE 100NB (ASA #150 )	MS-IS:2062	2	OD:¢229xID:¢117x12thk	5.8		2	OD:¢229xID:¢117x12thk	5.8	2	OD:¢229xID:¢117x12thk	5.8	
/1 NOZZI	LE PIPE-100NB	MS-IS:1239(C)		OD:0114.3x5.4thkx175 Lg	2.5			OD:0114.3x5.4thkx175 Lg	2.5		OD:0114.3x5.4thkx175 Lg	2.5	
	. TANK GAUGE RISER ASSLY.(100NB)		-			18.7	+			18.7			
	N LINK FOR LOCKING	GI MATL.		12g CHAIN-450Lg		10.7		12g CHAIN-450Lg		10.7	12g CHAIN-450Lg		
	IP FOR 50NB PIPE _/\_	GI MATL.		¢60x25wd.x2thk				¢60x25wd.x2thk			¢60x25wd.x2thk		
	. CAST DIP CAP (50NB)	ALUM. CAST		OD:¢90x50 ht.		[		OD:¢90x50 ht.			OD:¢90x50 ht.		
	ET PACKING	CAF Gr.20	1	OD:¢192xID:¢51x3thk	0.05		1	OD:¢192xID:¢51 x3thk	0.05		OD:¢192xID:¢51x3thk	0.05	
	BOLT / NUTS / WASHER AD PLATE	MS-IS:1367		M16x50Lg OD:¢200xID:¢92x6thk	0.05 1.2			M16x50Lg OD:¢200xID:¢92x6thk	0.05 1.2		M16x50Lg OD:¢200xID:¢92x6thk	0.05	
	ON FLANGE 80NB/50NB (ASA #150 )	MS-IS:2062		OD:¢200xiD:¢92x6thk OD:¢192xiD:¢63x10thk	1.8			OD:¢200xiD:¢92x6tnk OD:¢192xID:¢63x10thk	1.8		OD:¢200xID:¢92x6thk OD:¢192xID:¢63x10thk	1.8	
	ON FLANGE 80NB (ASA #150 )	1010-10.2002		OD:¢192xID:¢92x10thk	1.8			OD:¢192xID:¢92x10thk	1.8	- H	OD:¢192xID:¢92x10thk	1.8	
/2 DIP P	PIPE-50NB (PERFORATED)			OD:060.3x4.5thkx2860 Lg	17.6		1	OD:060.3x4.5thkx2660 Lg	16.4	1	OD:060.3x4.5thkx3060 Lg	18.9	
/2 5	ii E conta (i Ein cionies)	MS-IS:1239(C)		OB.000.0X4.0811X2000 Eg	17.0		┿.	OB.000.0X4.08111X2000 Eg	10.4	<u>                                   </u>	OB.000.0X4.0tiliX0000 Eg	10.5	
/1 NOZZI	LE PIPE-80NB	, ,	1	OD:088.9x4.85thkx175 Lg	1.8			OD:088.9x4.85thkx175 Lg	1.8		OD:088.9x4.85thkx175 Lg	1.8	
7 DIP P	PIPE ASSLY WITH ALUM. COVER.(50NB)	)-PERFORATED	1			24.3				23.1			
	ET PACKING	CAF Gr.20		OD:¢152xID:¢63x3thk				OD:¢152xID:¢63x3thk		-	OD:¢152xID:¢63x3thk		
	BOLT / NUTS / WASHER	MS-IS:1367		M12x50Lg	0.05			M12x50Lg	0.05	-	M12x50Lg	0.05	
	SUSSET SUPPORT ON FLANGE (ASA #150 )	MS-IS:2062		75x140x6thk OD:¢152xID:¢63x10thk	2.4			75x140x6thk OD:¢152xID:¢63x10thk	1.0 2.4		75x140x6thk OD:¢152xID:¢63x10thk	1.0 2.4	
	LE PIPE-50NB			OD:060.3x4.5thkx175 Lg	1.1			OD:060.3x4.5thkx175 Lg	1.1		OD:060.3x4.5thkx175 Lg	1.1	
	NOZZLE & PIPE ASSLY.(5ONB)		1	25		4.6	1	obiocoloxinoumativo Eg		4.6 1			
	ET PACKING	CAF Gr.20		OD:¢229x3thk				OD:¢229x3thk			OD:¢229x3thk		
	BOLT / NUTS / WASHER  D FLANGE 100NB (ASA #150 )	MS-IS:1367		M16x50Lg OD:¢229x 12thk	3.9			M16x50Lg OD:¢229x12thk	0.1 3.9		M16x50Lg OD:¢229x12thk	0.1 3.9	
	ON FLANGE 100NB (ASA #150 )	MS-IS:2062		OD:¢229x 12thk OD:¢229xID:¢117x12thk	0.0			OD:¢229x12thk OD:¢229xID:¢117x12thk	3.9		OD:¢229x12thk OD:¢229x12thk	3.9	
	· · · · · · · · · · · · · · · · · · ·	MO 10:1000171		,			+			1 1	· ·		
	LE PIPE-100NB	MS-IS:1239(C)		OD:0114.3x5.4thkx265 Lg	3.8		1	OD:0114.3x5.4thkx265 Lg	3.8		OD:0114.3x5.4thkx265 Lg	3.8	
	RISER ASSLY.(100NB)		2	00 11 00 11 10 11	7.8	15.6		00 11 00 11 0 11		7.8 15.6 2		7.8	1
/2 RIB P	ENERS ANGLES	MS-IS:2062		80 x 80 x 10 thk L90x10-5860 Lg	4.5 78.5	ŀ		82 x 82 x 8 thk L90x8-5300 Lg	3.8 57.3		90 x 90 x 10 thk L100x10-6360 Lg	5.7 94.8	
	ENERS TO TANK END PLATES.		2		83.0	166.0			6			100.5	20
/7 MS G	SUSSET SUPPORT	MS-IS:2062	4	65/100x180x8thk	4.5		4	65/ 100x180x8thk	4.5	4	65/100x180x8thk	4.5	
	FORCEMENT PAD			OD:¢820xID:¢620x6thk	10.7			OD:¢820xID:¢620x6thk	10.7		OD:¢820xID:¢620x6thk	10.7	
	ET PACKING BOLTS & NUTS	CAF Gr.20 MS-IS:1367	_	OD:¢750xID:¢600x3thk M12x50Lg	1.6	ŀ		OD:¢750xID:¢600x3thk M12x50Lg	1.6		OD:¢750xID:¢600x3thk M12x50Lg	1.6	
	HOLE NECK	1710-10.1007		200x1910x8thk	24.0	ŀ		200x1910x8thk	24.0		200x1910x8thk	24.0	
/2 MANH	HOLE FLANGE			OD:¢750xID:¢620x12thk	13.2		1	OD:¢750xID:¢620x12thk	13.2	1	OD:¢750xID:¢620x12thk	13.2	
/1 MANIH	IOLE COVER	1		¢750 x 10thk	34.7			¢750 x 10thk	34.7	1	¢750 x 10thk	34.7	
	HOLE ASSEMBLY	MS-IS:2062 GR.A	1	¢600 x 200 Ht.		88.7	1	¢600 x 200 Ht.		88.7 1	¢600 x 200 Ht.		
	END PLATES "te" mm Thk.		2	¢2195 x 10thk		594.1	2	¢1995 x 8thk		392.6 – 2	¢2395 x 10thk		7
3 MANH	SHELL PLATES "ts" mm Thk.	1		1500 x 6930 x 6thk		2284.8	4	1500 x 6300 x 6thk			1500 x 7560 x 6thk		249
3 MANH 2 TANK	CHELLICATED IS HIII HIK.			1000 x 6930 x 6thk		2204.0	1	750 x 6300 x 6thk		1	1000 x 7560 x 6thk		24
3 MANH 2 TANK		MATERIAL	QT Y	SIZE (25KL)	WT(kg)	3397.7	QT Y		WT	(kg) 2866.0 QT	SIZE (30KL)	WT(kg)	37
3 MANH 2 TANK 1 TANK	FABRICATED COMPONENTS									-			







TANK CAP.	TANK D	ETAILS	PLATE	THICKNE	SS OF	NO. OF							
LTRS.	ØΤ	TL	RF PLT	SHELL END PLT		STIFFENER	F	D	٧	S	Α	STP	N
20000 (20KL)	2000	6750	6	6	8	2 x 3 ISA:90x8	1	1	1	1	1	2	1000
25000 (25KL)	2200	7000	6	6	10	2 x 3 ISA:90x10	1	1	1	1	1	2	1000
30000 (30KL)	2400	7000	6	6	10	2 x 3 ISA:100x10	1	1	1	1	1	2	1000

TANK DIN	<u> 1ENSIONS</u>		
RATED CAPACITY	20KL	25KL	30KL
INSIDE DIAMETER	2000 mm	2200 mm	2400 mm
SHELL I/s LENGTH	6644 mm	6890 mm	6880 mm
SHELL LENGTH	6750 mm	7000 mm	7000 mm
TANK VOLUMETRIC CAP.	$20.87 \text{ m}^3$	$26.19 \text{ m}^3$	31.12 m <sup>3</sup>
TANK VAPOUR CAPACITY	4.4%	4.8%	3.7%
SHELL PLATE DEV.	6300 mm	6930 mm	7560 mm
END PLATE DIA.	1995 mm	2195 mm	2395 mm

**TOLERANCE** TOLERANCE ON SHELL DIAMETER - THE TOLERANCE ON SHELL DIAMETER AT ANY POINT ON THE LENGTH OF THE TANK SHELL SHALL BE  $\pm 0.35\%$  OF THE SPECIFIED DIAMETER (MAX) WHEN CALCULATED FROM AN EXTERNAL CIRCUMFERENTIAL MÉASUREMENT TOLERANCE ON CIRCULARITY - THE TOLERANCE ON CIRCULARITY AT ANY POINT ON THE LENGTH OF THE TANK SHELL THAT IS THE DIFFERENCE BETWEEN MAXIMUM AND MINIMUM INTERNAL SHELL DIAMETER SHALL NOT EXCEED 1% OF NOMINAL INTERNAL DIAMETER TOLERANCE ON OVERALL LENGTH - TOLERANCE ON OVERALL LENGTH OF THE TANK SHALL NOT DIFFER BY MORE THAN 0.5% OF THE OVERALL LENGTH.

NOTES:
● DESIGN & CONSTRUCTION CODE : IS:10987-1992
TANK MATERIAL : ALL STEEL PLATES, STRUCTURAL :
TESTING . TANK AFTED FARRICATION WITH M

ES, STRUCTURAL STEEL TO CONFIRM TO IS:2062 Gr.A TANK AFTER FABRICATION WITH MANHOLE DUMMY COVER TO BE

TESTED TO HYDRAULIC PRESSURE OF 0.75 KG/SQ.CM. WELD JOINTS TO BE HAMMER TESTED.

● SHOP COAT : TANK TO BE SCRAPPED WITH WIRE BRUSH & CLEANED

& GIVEN TWO COATES OF BITUMINOUS PRIMER IN 2 LAYERS IN 45 MICRON MIN., COMPATIBLE TO SHALIMASTIC HD PAINT

PIPES : ALL PIPES SHOULD BE M.S CLASS 'C' (IS:1239)

• CAF GASKET : 3mm Gr.20 or EQUIVALENT, FOR MANHOLE & FLANGE JOINTS

: WELDING AS PER IS:812. WELDING

ELECTRODES FOR METAL ARC WELDING AS PER IS:814 "L" SEAM TO BE PROVIDED ON TOP HALF OF THE TANK. ADJACENT "L" SEAMS TO BE STAGGERRED BY ~300mm.

FLANGES : NOZZLE FLANGES AS PER ASA 150#, EXCEPT THK. AS PER TABLE ● HARDWARE : HEX.BOLTS/NUTS/WASHERS AS PER IS:1367

• ALL DIMENSIONS ARE IN MM.

● FOR MANHOLE ASSEMBLY & DETAILS, REFER DRG. No: AGCL-STD-MH-PIPES

Released For Tendering

OK

STANDARD FABRICATION DETAILS FOR MS UG **TANKS 20/25/30 KL** 

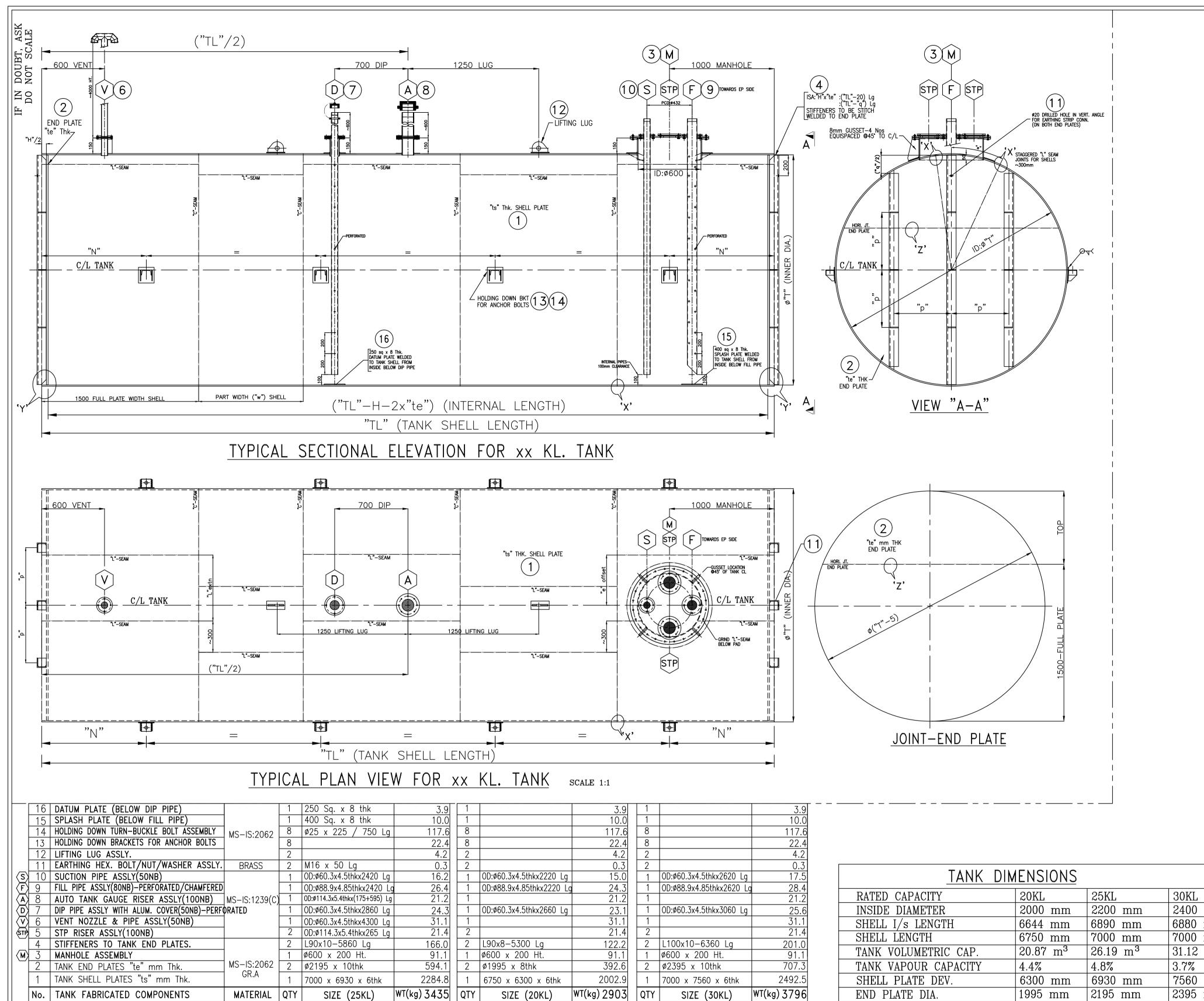
# **Assam Gas Company Ltd**

DRG NO.: AGCL/SD/UG-MS-TANK/02

DATE: 05/08/2023

REV. NO.: R0.1

PARASHIVA ENTERPRISES - MUMBAI



7.5	TANK DI	WENZIONZ		
3.4 .2 5.6	RATED CAPACITY	20KL	25KL	30KL
5.6	INSIDE DIAMETER	2000 mm	2200 mm	2400 mm
.1	SHELL I/s LENGTH	6644 mm	6890 mm	6880 mm
.4	SHELL LENGTH	6750 mm	7000 mm	7000 mm
.1 .4 .0 .1	TANK VOLUMETRIC CAP.	20.87 m <sup>3</sup>	26.19 m <sup>3</sup>	31.12 m <sup>3</sup>
7.3	TANK VAPOUR CAPACITY	4.4%	4.8%	3.7%
2.5 <b>2.</b> 5	SHELL PLATE DEV.	6300 mm	6930 mm	7560 mm
96	END PLATE DIA.	1995 mm	2195 mm	2395 mm

# SUMMARY BILL OF MATERIAL-STORAGE TANKS

ø2000 x 6750Lg

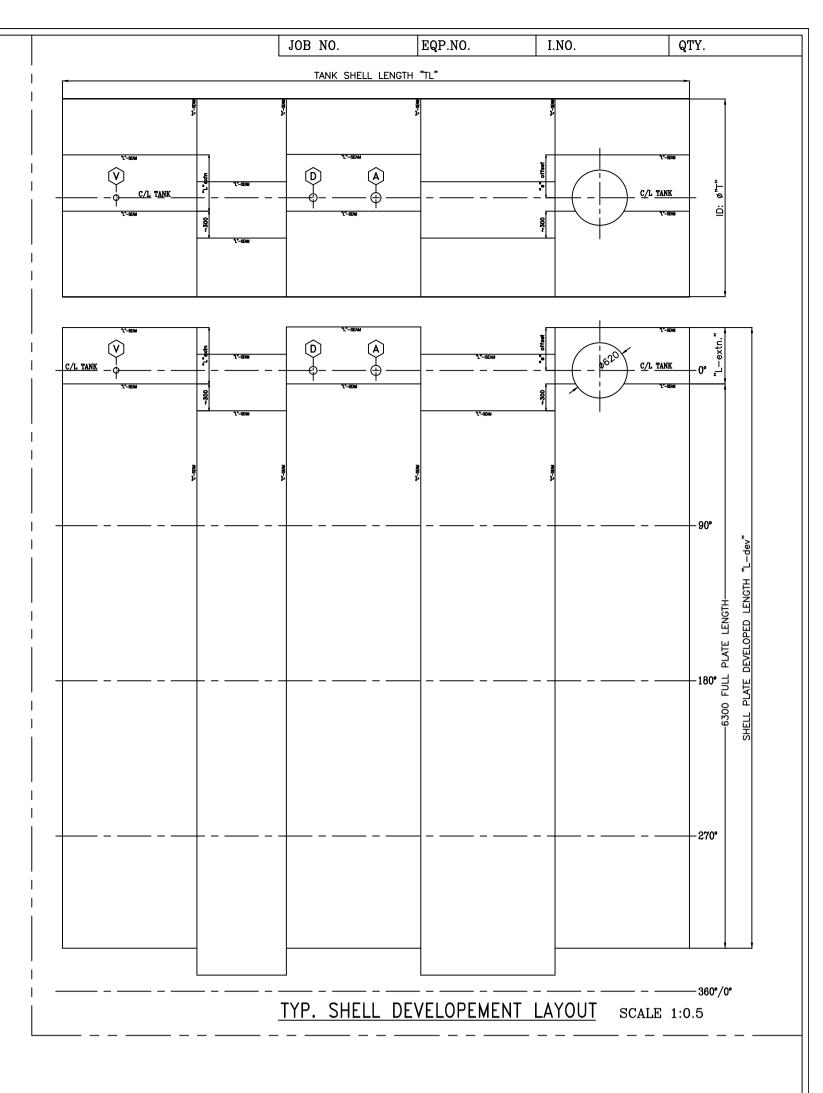
ø2400 x 7000Lg

TANK SIZE ID:ø"T"x"TL"Lg | ø2200 x 7000Lg

No. | TANK FABRICATED COMPONENTS

TANK CAP.	TANK DI	MENSION	PLATE	THICKNE	SS OF	NO. OF	LOCATION OF STIFFENER ON					ZZLES			MANHOLE LOCATION	SHELL PLATE EXTENSION	LOCATION OF "L" SEAM JT.	PART WIDTH	SHELL PLATE DEVELOPED
LTRS.	SHELL I/s. DIAMETER	SHELL LENGTH	RF PLT	SHELL	END PLT	STIFFENER	END PLATE	OFFSET	FILL	DIP	VENT	SUCTION	AUTO TANK GAUGE	STP RISER	LOOATION	EXTENSION	WRT C/L	SHELL	LENGTH
"xx" KL	ø"T"	"TL"	"ts"	"ts"	"te"	ISA:"H"x"te"	"p"	"q"	F	D	٧	S	Α	STP	N	"L-extn"	"e"	"w"	"L-dev."
20000 (20KL)	2000	6750	6	6	8	2 x 3 ISA:90x8	500	340	1	1	1	1	1	2	1000	0	480	750	6300
25000 (25KL)	2200	7000	6	6	10	2 x 3 ISA:90x10	550	360	1	1	1	1	1	2	1000	630	480	1000	6930
30000 (30KL)	2400	7000	6	6	10	2 x 3 ISA:100x10	600	410	1	1	1	1	1	2	1000	1260	630	1000	7560

TOLERANCE ON SHELL DIAMETER - THE TOLERANCE ON SHELL DIAMETER AT ANY POINT ON THE LENGTH OF THE TANK SHELL SHALL BE ±0.35% OF THE SPECIFIED DIAMETER (MAX) WHEN CALCULATED FROM AN EXTERNAL CIRCUMFERENTIAL MÉASUREMENT. TOLERANCE ON CIRCULARITY - THE TOLERANCE ON CIRCULARITY AT ANY POINT ON THE LENGTH OF THE TANK SHELL THAT IS THE DIFFERENCE BETWEEN MAXIMUM AND MINIMUM INTERNAL SHELI DIAMETER SHALL NOT EXCEED 1% OF NOMINAL INTERNAL DIAMETER. <u>TOLERANCE ON OVERALL LENGTH</u> — TOLERANCE ON OVERALL LENGTH OF THE TANK SHALL NOT DIFFER BY MORE THAN 0.5% OF



● DESIGN & CONSTRUCTION CODE : IS:10987-1992

• TANK MATERIAL: ALL STEEL PLATES, STRUCTURAL STEEL TO CONFIRM TO IS:2062 Gr.A : TANK AFTER FABRICATION WITH MANHOLE DUMMY COVER TO BE

TESTED TO HYDRAULIC PRESSURE OF 0.75 KG/SQ.CM.

WELD JOINTS TO BE HAMMER TESTED. : TANK TO BE SCRAPPED WITH WIRE BRUSH & CLEANED INTERNALLY

> & GIVEN TWO COATES OF RED OXIDE ZINC CROMATE PRIMER OF APPROVED QUALITY TO OUTER SURFACE.

PIPES : ALL PIPES SHOULD BE M.S CLASS 'C' (IS:1239)

: 3mm Gr.20 or EQUIVALENT, FOR MANHOLE & FLANGE JOINTS

WELDING : WELDING AS PER IS:812.

> ELECTRODES FOR METAL ARC WELDING AS PER IS:814 "L" SEAM TO BE PROVIDED ON TOP HALF OF THE TANK.

ADJACENT "L" SEAMS TO BE STAGGERRED BY ~300mm.

: NOZZLE FLANGES AS PER ASA 150#, EXCEPT THK. AS PER TABLE FLANGES

: HEX.BOLTS/NUTS/WASHERS AS PER IS:1367 HARDWARE

• ALL DIMENSIONS ARE IN MM.

● FOR MANHOLE ASSEMBLY & DETAILS, REFER DRG. No: AGCL—STD—MH—PIPES

Released For Tendering

OK

STANDARD FABRICATION DETAILS FOR MS UG TANKS - GENERAL ASSEMBLY DETAILS

# **Assam Gas Company Ltd**

DRG NO.: AGCL/SD/UG-MS-TANK/03

DATE: 05/08/2023

REV. NO.: R0.1

PARASHIVA ENTERPRISES - MUMBAI