

 eProcurement System Government of Assam						
Tender Details						
					Date : 27-Mar-2025 04:08 PM	
 Print						
Basic Details						
Organisation Chain	Industries and Commerce Department Assam Gas Company Ltd - ICD					
Tender Reference Number	C AND P/SS FITTINGS/2025-26/01					
Tender ID	2025_ICD_43812_1	Withdrawal Allowed	Yes			
Tender Type	Open Tender	Form of contract	Buy			
Tender Category	Goods	No. of Covers	2			
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No			
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No			
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No			
Payment Instruments			Cover Details, No. Of Covers - 2			
Online Bankers	S.No	Bank Name	Cover No	Cover	Document Type	Description
	1	SBI Bank	1	Fee/PreQual/Technical	.pdf	NIT Document
			2	Finance	.xls	BOQ Document
Tender Fee Details, [Total Fee in ₹ * - 3,000]				EMD Fee Details		
Tender Fee in ₹	3,000		EMD Amount in ₹	3,40,000	EMD Exemption Allowed	Yes
Fee Payable To	Nil	Fee Payable At	Nil	EMD Fee Type	fixed	EMD Percentage
Tender Fee Exemption Allowed	Yes			EMD Payable To	Nil	EMD Payable At
						Nil
Click to view modification history						
Work /Item(s)						
Title	SUPPLY, INSTALLATION AND TESTING OF SS TUBING AND FITTINGS					
Work Description	SUPPLY, INSTALLATION AND TESTING OF SS TUBING AND FITTINGS					
Pre Qualification Details	Please refer Tender documents.					
Independent External Monitor/Remarks	NA					
Show Tender Value in Public Domain	No					
Tender Value in ₹	0.00	Product Category	Supply of Materials	Sub category	NA	
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work (Days)	30	
Location	Duliajan	Pincode	786602	Pre Bid Meeting	AGCL	

 Assam Tenders				Place	Guwahati Office
Pre Bid Meeting Address	Assam Gas Company Ltd 6th Floor, Central Mall, Christian Basti, Mahapurush Srimanta Sankardev Path, Guwahati - 781005	Pre Bid Meeting Date	08-Apr-2025 11:00 AM	Bid Opening Place	Duliajan
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	27-Mar-2025 04:30 PM	Bid Opening Date	22-Apr-2025 02:30 PM
Document Download / Sale Start Date	27-Mar-2025 05:00 PM	Document Download / Sale End Date	22-Apr-2025 02:30 PM
Clarification Start Date	27-Mar-2025 05:00 PM	Clarification End Date	17-Apr-2025 04:00 PM
Bid Submission Start Date	27-Mar-2025 05:00 PM	Bid Submission End Date	22-Apr-2025 02:30 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Tender Document	1466.26	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_69760.xls	BOQ	482.00

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	janardanchetia89@gmail.com	JANARDAN CHETIA	JANARDAN CHETIA
2.	baruah_dipankar@rediffmail.com	DIPANKAR BARUAH	DIPANKAR BARUAH
3.	utpal_2320@rediffmail.com	Utpal Borgohain	UTPAL KUMAR BORGHAIN

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compactive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority

Name	Managing Director
Address	Assam Gas Company Limited Duliajan, Dist. Dibrugarh Pin- 786602, Assam

Tender Creator Details

Created By	Utpal Borgohain
Designation	Sr. Officer HR and A
Created Date	27-Mar-2025 09:39 AM



**ASSAM
GAS COMPANY LTD**
A GOVERNMENT OF ASSAM UNDERTAKING

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION
AND TESTING OF STAINLESS STEEL (SS) TUBING
AND FITTINGS ON ARC BASIS**

(Bid to be submitted in e-mode only)

**INVITATION for e-BID UNDER SINGLE STAGE TWO BID SYSTEM (OPEN
TENDER)**

TENDER/IFB NO.: C&P/SS FITTINGS/2025-26/01 dated 26.03.2025

E-TENDER WEBSITE: <https://assamtenders.gov.in>

BID CLOSING DATE & TIME: As mentioned in online e-tender portal

TECHNICAL BID OPENING DATE & TIME: As mentioned in online e-tender portal

PRICED BID OPENING DATE & TIME: Will be intimated to the eligible bidders in due time.

Assam Gas Company Limited, Duliajan
Dist.:Dibrugarh
Pin- 786602(Assam)
Email- agcmat@agclgas.com

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. AGCL is an ISO certification in the year 2000 subsequently upgraded to ISO 9001:2008 in the year 2010. The company received two new certifications namely Environment Management System (ISO 14001: 2015) & Occupational Health Safety Management System (ISO 45001: 2018) along with the upgradation of Quality Management System (ISO 9001: 2015) in the year 2024.

AGCL is planning to expand its City Gas Distribution in Assam by installing various mother stations, online stations & daughter booster stations.

- 1.0 In connection with its operations, AGCL invites e-tenders from reputed and technically competent Manufacturer/ authorized dealer / Channel Partners for **Supply, Installation and Testing of Stainless Steel (SS) Tubing and Fittings for CNG Stations of AGCL on Annual Rate Contract Basis for a period of 1 (One) year, extendable by another 1 (One) year with same terms & conditions at sole discretion of AGCL.** 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:

IFB No./ Tender No.	C&P/SS fittings/2025-26/01
Type of IFB.	Single Stage Two Bid System
Tender Processing Fee*	Rs. 3,000.00 /-
Bid Closing Date & Time.	As mentioned in Online e-tender portal
Pre-Bid Meeting Date, Time & Venue	It is compulsory for the interested bidders to attend the pre-bid meeting scheduled at Assam Gas Company Ltd., 6th Floor, Central Mall, Christian Basti, G.S. Road, Guwahati: 781006 on 8 th April,2025 11:00 AM.
Bid(Technical) Opening Date & Time	As mentioned in Online e-tender portal
Priced Bid Opening Date &	Will be intimated to the eligible Bidders in due

Time.	time
Bid Submission Mode.	Bid to be uploaded on-line in e-Procurement portal
Bid Opening Place/ Bids to be addressed to.	Office of The Sr. Manager (C&P)-HoD Assam Gas Company Limited Duliajan, Dist. Dibrugarh Pin- 786602(Assam) Email- agcmat@agclgas.com
Bid Validity.	120 days from bid Closing date
Bid Security Amount (EMD)*/Bank Guarantee Amount	Rs. 3,40,000.00/- . In case of bank guarantee, the BG of the same amount may be issued in the name of AGCL. The hard copy of the BG should reach AGCL (C&P Dept) on or before the bid closing date.
Amount and Validity of Performance Security.	Performance security @ 5% of total order value is applicable against this contract. Validity: 3(three) months beyond Contractual Completion Period/warranty period.
Delivery schedule	The ordered materials are to be delivered within 1 (One) month from the date of receipt of PO via email.
Mobilization Period	The mobilization of personnel and resources including survey equipment, tools & tackles, vehicles, office with printers, plotters etc. at site has to be done within 10 days from the date of intimation via mail.

***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 mode by logging into Assam govt e-tender website, <https://assamtenders.gov.in> either through: Option1- Online payment or Option2 - NEFT/ RTGS.**

Exemption from payment of Tender Fee & EMD: MSE Units (Manufacturers/ Service Providers only and not their dealers/distributors) who are already registered with District Industries and commerce 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; or

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 Tender Fee & 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'.

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

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020, Amended vide Gazette Notification No. CG-DL-E-160-62021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EMPart-II or UAM till 30th June'2020 shall continue to be valid upto the bid closing date of the aforesaid tender.

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 Industries and Commerce Centers or Khadi and Village Industries Commission; or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar 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.

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

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

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

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

Thanking you
Yours Faithfully

Sd/-
Sr. Manager (C&P)-HoD
For MANAGING DIRECTOR

ANNEXURE-A

Instruction to Bidders & General Conditions of Contract (GCC)

A.0 DEFINITIONS & INTERPRETATIONS:

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

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

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

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

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

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

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

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

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

A.9 Purchase Order Price: Shall mean the price payable by the Purchaser to the 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 Bidder to complete the purchase order/contract.

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

A.17 Service: Shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligation of the Bidder 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 Bidder 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 Bidder 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 Bidder’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 Bidder 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 Bidder 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 Successful 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 Successful 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 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 press/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 cancellation of the tender, 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, cancellation, etc. to the tender will be hosted on AGCL's website and e-tender portal. Prospective bidders are requested to visit website regularly to keep themselves updated. (Amendment).

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

6.0 CONTENTS OF OFFERS:

6.1.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed. Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Appendices A1 to A6 and Appendices C1 to C4. The above Appendices shall be duly filled in without any alteration to AGCL's proforma. The above Appendices along with all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the 'unpriced' bid folder.

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

6.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in this tender document are complied with in their bid, failing which the offer is liable to be rejected.

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

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

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

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

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

6.1.9. The bidder must quote according to the Price Bid Format in the e-portal.

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

6.3 **GOODS & SERVICES TAX (GST)**

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

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

b) The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, AGCL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and AGCL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to AGCL.

c) Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in

the event of order on that bidder, taxes mentioned by AGCL on the Purchase Order/ Contracts will be binding on the bidder.

- d) Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-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 bidder.

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 thisContract.
- 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 included along with the basic rate.

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 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 +/- 25%.The bids, however, shall be evaluated based on the tendered quantity to decide the inter se ranking of the bidder.

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

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

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

6.11.1 FREEZING AND SUBMISSION OF OFFER BY BIDDER: After getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected. Bidder should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats, and should be free from virus. The Bidders shall update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. If there is more than one document, they can be clubbed together. The bidder has to click on the **Freeze Bid Button**, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

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

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

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

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

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

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

- a) Vide Govt. of Assam notification No.FEB.269/2017/27 Dtd. Dispur the 21st August 2019, EMD should be paid online by logging into Govt. of Assam E-tendering website www.assamtenders.gov.in either through 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 Industries and Commerce 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 5 % 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 fulfil 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 Clause 1.2 if the bidder is other than Original Equipment Manufacturer. c) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required. d) Bid Submission Proforma duly filled in (Refer Appendix A1) e) Exceptions/Deviations Form duly filled in (Refer Appendix A3) f) Bidder's past supplies proforma duly filled in (Refer Appendix A4) g) Authorisation letter for attending Tender Opening (Refer Appendix A5) h) Confirmation about the Performance Security, wherever required i) Back-up Authority Letter for warranty cover of manufacturer in case the bid is from sole selling agent/authorised distributor/authorised dealer/authorised supply house(Refer Appendix C2).

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 Assam Tenders e-bidding portal. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

1. Any 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, alongwith 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 by mutual arrangement. Inspection and tests shall be carried out either by AGCL's personnel or through a third party nominated by AGCL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates together with the declaration certificate (as per Format mentioned in Appendix A6)

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 alongwith 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.

20.0 PACKING:

20.1 Packing of goods must be sufficiently robust to withstand multiple 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 Seller 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 in the form of a box under the limited dimensions.

21.0 DISPATCH:

21.1 For orders placed on FOR Destination basis, the material will be required to dispatch through reputed Bank 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 Bidders have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

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 for a period, 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 Seller for a period mentioned hereunder against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by AGCL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller'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 dispatch/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 Seller'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 Seller and make alternative arrangement at the discretion of AGCL in which case extra expenditure involved, will be recoverable from the Seller and AGCL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of AGCL shall be final and binding on the Seller.

30.3 As an alternative to Clause No. 31.2 above, AGCL reserve the right to accept the materials but, the Seller 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 Seller 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 31.2 to invoke the Performance Security without causing any notice to the Seller 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 inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

31.0 FORCE MAJEURE:

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

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

32.0 DEFAULT:

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

33.0 TERMINATION:

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

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

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

33.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

33.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in

writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday for a period of 2 years.

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

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

33.8 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 34.1 to 34.7 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 33.7.

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 Seller 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 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.

36.4 Any offer containing incorrect statement will be rejected.

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

36.6 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 must be received on or before the deadline given by the company, failing which the bid will be summarily rejected.

36.7 Bidder must accept and comply with the following clauses as given in the Bid Document, 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 subject to matching of their FOR AGCL Store cost with L1 bidder.

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

39.0 COMPARISON OF OFFERS:

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

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

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

40.1 It will be solely the SELLER'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 SELLER whether related to pollution, Safety or Health will be paid by the Seller only.

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

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 Seller 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 Seller shall be informed about the same including the reasons for rejection. Seller shall also be advised about the location where the rejected materials are lying at risk and cost of the Seller. The Seller 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 Seller.

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

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

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

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APPENDIX A1

BID SUBMISSION PROFORMA

**Assam Gas Company Limited,
Duliajan**

Subject:Tender No -----

Dear Sirs,

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

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

If our Bid is accepted, we will provide the "Contract Performance Guarantee / Security Deposit" as mentioned in Tender Document for the due performance within "Thirty [30] days" of such Award. Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award"/ "Fax of Acceptance" shall constitute a binding Agreement between us.

**Yours faithfully,
(SIGNATURE OF BIDDER)**

ADDRESS:

DATED:

TELEPHONE NO:

FAX NO:

EMIAL ADDRESS:

Note: This form should be returned along with offer.

###

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 unpricedbid. In order to be considered

responsive, Bidder's offer must specifically include the following statement:

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

Or

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

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

Signature of the Bidder

Name:

Seal of the company

#####

APPENDIX A4

PROFORMA IF BIDDER'S PAST SUPPLIES

SL.NO	ADDRESS OF CLIENT, NAME	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL QUANTITY SUPPLIED SUCCESSFULLY

-

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

Signature of the Bidder:_____

Name_____

Seal of the Company

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APPENDIX A5

PERFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

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

Dear Sir,

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

Yours faithfully

Signature of Bidder

Name:

Designation:

For & on behalf of:

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

#####

APPENDIX A6

DECLARATION CERTIFICATE BY THE THIRD PARTY INSPECTOR

TO WHOM IT MAY CONCERN

This is to certify that following material and quantity offered to us for inspection by M/s

**..... has been inspected by us as per the scope of inspection mentioned in AGCL's Order No.
Dated-----**

..... and passed by us for dispatch.

Materials :

Quantity Passed :

Certificate No. Issued by us:

Date.

Seal Signature of Third Party Inspector

Name:

Designation :

For & on behalf of

#####

ANNEXURE-B

Scope of Supply & Special Conditions of Contract (SCC)

SCC shall be read in conjunction with the General Conditions of Contract. Where any portion of the General Conditions of Contract (GCC) is repugnant to or is at variance with any of the provisions of the SCC and unless a different intention appears, the provisions of the SCC shall prevail over the provisions of the GCC.

SCOPE OF WORK: The scope of work/ services to be provided by the Bidder shall be inclusive of but not limited to the following:

1. Supply of SS Tubing & Fittings at AGCL's C&P Department, Duliajan. The finished materials are to be delivered by the Supplier at the aforesaid delivery point as on required basis throughout the contract period. The Supplier shall be responsible for all handling and transportation, loading, unloading between his production plant and AGCL's C&P Department in accordance with the specification.
2. Installation of SS Tubing & Fittings in various CNG stations of AGCL after due intimation to the bidder as on required basis throughout the contract period. The Supplier shall be responsible for all handling and transportation, loading, unloading between AGCL's C&P store, Duliajan and the nominated delivery point as intimated by the User Department of AGCL in accordance with the specification.
3. Testing of complete setup to be carried out as per specification before gas charging.
4. The scope covers supply, erection and commissioning of the SS Tubing with all fittings as detailed herein. Any additional work or technical requirement not mentioned in the specification but required to make the offered system complete in accordance with the specification or required for safe operation shall be deemed to be included in the scope of work of the Bidder.
5. All materials supplied should be accompanied by Test Certificates duly inspected by AGCL approved TPIA. QAP to be submitted by successful bidder and AGCL shall approve the same.

TECHNICAL SPECIFICATION FOR SUPPLY & SERVICE OF THE SS TUBING & FITTINGS

ITEM NO.	ITEM DESCRIPTION	QTY.	UNITS
1	SECTION-A: Supply of SS Tubes and Fittings Supply of SS Tubes, SS Fittings & SS Valve as per technical specification, typical P&ID and drawing.		
1.01	3/4" OD X 0.095" min Wall thk. SS 316 Seamless Tube as per ASTM A213/269, hydro tested as per ASTM A 450 at 350 kg/sq.cm, tube shall be less than 80Rb, tube shall be NACE MR 0175 certified for hardness, tolerance on outer diameter shall be +/- 0.005" length 6 meters.	5000	RM
1.02	1/2" OD X 0.083" min Wall thk. SS 316 Seamless Tube as per ASTM A213/269, hydro tested as per ASTM A 450 at 350 kg/sq.cm, tube shall be less than 80Rb, tube shall	2200	RM

	be NACE MR 0175 certified for hardness, tolerance on outer diameter shall be +/- 0.005" length 6 meters.		
1.03	1/4"OD X 0.35" min Wall thk. SS 316 Seamless Tube as per ASTM A213/269, hydro tested as per ASTM A 450 at 350 kg/sq.cm, tube shall be less than 80Rb, tube shall be NACE MR 0175 certified for hardness, tolerance on outer diameter shall be +/- 0.005" length 6 meters.	300	RM
1.04	1"OD X 0.120" min Wall thk. SS 316 Seamless Tube as per ASTM A213/269, hydro tested as per ASTM A 450 at 350 kg/sq.cm, tube shall be less than 80Rb, tube shall be NACE MR 0175 certified for hardness, tolerance on outer diameter shall be +/- 0.005" length 6 meters.	60	RM
2	Supply of SS End connection:		
2.01	End connection: 1/2" tube OD for stem & 1/2" NPT(F) for body material : SS316: rated pressure: 5000 PSI @ 70°F Temperature : 0°F to 400°F)	50	No.
2.02	End connection: 3/4" tube OD for stem & 3/4" NPT(F) for body material : SS316: rated pressure: 5000 PSI @ 70°F Temperature : 0°F to 400°F)	300	No.
3	Supply of Union:		
3.01	Size : 1/2" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	300	No.
3.02	Size : 3/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	1600	No.
3.03	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	200	No.
3.04	Size : 1" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	12	No.
4	Supply of Reducer:		
4.01	Tube OD 3/4" X 1/2" Tube End, Material: ss316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	200	No.
4.02	Tube OD 3/4" X 1/4" Tube End, Material: ss316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	100	No.
4.03	Tube OD 1/2" X 1/4" Tube End, Material: ss316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	100	No.
5	Supply of Reducing Tee:		
5.01	Reduce Tee both end 3/4" OD x 1/2" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	120	No.
6	Supply of Equal Tee:		
6.01	3/4" ODX3/4" ODX3/4" OD (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	200	No.
6.02	1/2" ODX1/2" ODX1/2" OD (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	100	No.
6.03	1" ODX1" ODX1" OD (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	20	No.

7	Supply of Un-Equal Tee:		
7.01	3/4" ODX1/2" ODX3/4" OD (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	150	No.
8	Supply of End Caps:		
8.01	Size: 3/4" OD, Material ss3316 (Rated Pressure: 5000 PSI @ 70°F Temperature : 0 to 400°F)	200	No.
8.02	Size: 1/2" OD, Material ss3316 (Rated Pressure: 5000 PSI @ 70°F Temperature : 0 to 400°F)	150	No.
8.03	Size: 1" OD, Material ss3316 (Rated Pressure: 5000 PSI @ 70°F Temperature : 0 to 400°F)	10	No.
9	Supply of Male Connector		
9.01	Size 1/2" NPT (M) x 3/4" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	45	No.
9.02	Size 3/4" NPT (M) x 3/4" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	30	No.
9.03	Size 1" NPT (M) x 3/4" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	10	No.
10	Supply of SS Ball Valves:		
10.01	2-Way Floating Normal Bore Ball Valve 3/4"(Rated pressure : 6000 PSI @ 70°F Temperature : 0°F to 400°F) with Orifice 7 mm min.	800	No.
10.02	3-Way Trunnion Mounted, Reducer Bore Ball Valve 1/2" OD end Connection and 1/4" NPT (F) bottom end connection (Rated pressure : 6000 PSI @ 70°F Temperature : 0°F to 400°F)	10	No.
11	Supply of Conductive Core Thermoplastic Hose		
11.01	3/8" ID Conductive Core Thermoplastic Hose for CNG Service with break away coupling (parker/Swagelok)	4	No.
11.02	1/2" ID Conductive Core Thermoplastic Hose for CNG Service with break away coupling (parker)	4	No.
12	Supply of SS Front Ferrule		
12.01	Supply of 3/4" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F)	600	No.
12.02	Supply of 1/2 " OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	210	No.
12.03	Supply of 1" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F)	20	No.
12.04	Supply of 1/4" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F)	240	No.
13	Supply of SS Back Ferrule		
13.01	Supply of 3/4" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F)	600	No.
13.02	Supply of 1/2 " OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	210	No.
13.03	Supply of 1" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F)	20	No.
13.04	Supply of 1/4" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F)	240	No.

14	Supply of Plug for SS Fittings		
14.01	Supply of 1/2" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F	100	No.
14.02	Supply of 3/4" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F	100	No.
14.03	Supply of 1" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F	30	No.
15	Supply of Cap for SS Fittings		
15.01	Supply of 1/2" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F	100	No.
15.02	Supply of 3/4" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F	100	No.
15.03	Supply of 1" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F	30	No.
16	SECTION : B:: Installation, testing & commissioning of SS Tubes, SS Fittings & SS Valve as per technical specification, typical P&ID, drawing, scope of work including SS tube installation, hydrotest at site & as per instruction of Engineer in charge.		
16.01	3/4"OD X 0.095" min Wall thk. SS 316 Seamless Tube as per ASTM A213/269, Hardness= Rb<80	5000	RM
16.02	1/2"OD X 0.083" min Wall thk. SS 316 Seamless Tube as per ASTM A213/269, Hardness= Rb<80	2200	RM
16.03	1/4"OD X 0.120" min Wall thk. SS 316 Seamless Tube as per ASTM A213/269, Hardness= Rb<80	300	RM
16.04	1"OD X 0.120" min Wall thk. SS 316 Seamless Tube as per ASTM A213/269, Hardness= Rb<80	60	RM
17	Installation of SS End connection:		
17.01	End connection: 1/2" tube OD for stem & 1/2" NPT(F) for body material : SS316: rated pressure: 5000 PSI @ 70°F Temperature : 0°F to 400°F)	50	No.
17.02	End connection: 3/4" tube OD for stem & 3/4" NPT(F) for body material : SS316: rated pressure: 5000 PSI @ 70°F Temperature : 0°F to 400°F)	50	No.
18	Installation of Union:		
18.01	Size : 1/2" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	300	No.
18.02	Size : 3/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	1600	No.
18.03	Size : 1" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	12	No.
19	Installation of Reducer:		
19.01	Tube OD 3/4" X 1/2" Tube End, Material: ss316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	200	No.
19.02	Tube OD 3/4" X 1/4" Tube End, Material: ss316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	100	No.
19.03	Tube OD 1/2" X 1/4" Tube End, Material: ss316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	100	No.

20	Installation of Reducing Tee:		
20.01	Reduce Tee both end 3/4" OD x 1/2" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	120	No.
21	Installation of Equal Tee:		
21.01	3/4" ODX3/4" ODX3/4" OD (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	200	No.
21.02	1/2" ODX1/2" ODX1/2" OD (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	100	No.
21.03	1" ODX1" ODX1" OD (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	20	No.
22	Installation of Un-Equal Tee:		
22.01	3/4" ODX1/2" ODX3/4" OD (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	150	No.
23	Installation of End Caps:		
23.01	Size: 3/4" OD, Material ss316 (Rated Pressure: 5000 PSI @ 70°F Temperature : 0 to 400°F)	200	No.
23.02	Size: 1/2" OD, Material ss316 (Rated Pressure: 5000 PSI @ 70°F Temperature : 0 to 400°F)	150	No.
23.03	Size: 1" OD, Material ss316 (Rated Pressure: 5000 PSI @ 70°F Temperature : 0 to 400°F)	10	No.
24	Installation of Male Connector		
24.01	Size 1/2" NPT (M) x 3/4" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	45	No.
24.02	Size 3/4" NPT (M) x 3/4" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	30	No.
24.03	Size 1" NPT (M) x 3/4" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	10	No.
25	Installation of SS Ball Valves:		
25.01	2-Way Floating Normal Bore Ball Valve 3/4"(Rated pressure: 6000 PSI @ 70°F Temperature : 0°F to 400°F) with Orifice 7 mm min.	800	No.
25.02	3-Way Trunnion Mounted, Reducer Bore Ball Valve 1/2" OD end Connection and 1/4" NPT (F) bottom end connection (Rated pressure: 6000 PSI @ 70°F Temperature : 0°F to 400°F)	10	No.
26	Installation of Conductive Core Thermoplastic Hose		
26.01	3/8" ID Conductive Core Thermoplastic Hose for CNG Service with breakaway coupling (parker/Swagelok)	4	No.
26.02	1/2" ID Conductive Core Thermoplastic Hose for CNG Service with breakaway coupling (parker)	4	No.
27	SS Front Ferrule		
27.01	Installation of 3/4" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F)	600	No.

27.02	installation of 1/2 " OD, Material: SS316(Rated pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	210	No.
27.03	Installation of 1" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	20	No.
27.04	Installation of 1/4" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F	240	No.
28	SS Back Ferrule		
28.01	Installation of 3/4" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	600	No.
28.02	Installation of 1/2" OD, Material: SS316(Rated pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	210	No.
28.03	Installation of 1" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	20	No.
28.04	Installation of 1/4" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	240	No.
29	Plug for SS Fittings		
29.01	Installation 1/2" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	100	No.
29.02	Installation 3/4" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	100	No.
29.03	Installation 1" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	30	No.
30	Cap for SS Fittings		
30.01	Installation 1/2" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	100	No.
30.02	Installation 3/4" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	100	No.
30.03	Installation 1" OD, Material: SS316 (Rated Pressure: 5000 PSI @ 70°F Temperature: 0°F to 400°F	30	No.

1. SCOPE OF SUPPLY AND SERVICES

1. The specifications mentioned in this bid document does not specify each & every piece of material or item nevertheless all items required for safe and shall be part of scope of supply under this specification.

1.1 SERVICES

The scope of services for CNG Station Tubing with all Fittings shall include but not limited to:

1. The bidder shall carry out tubing works based on site requirement after inspecting the site thoroughly and get himself acquainted with all necessary information before starting the tubing work.

2. Bidder shall submit the schematic diagram for tubing with all fittings for approval to Owner after site inspection. The bidder shall indicate the complete Bill of Materials in schematic diagram for approval to Owner.

3. Bidder shall receive the required materials based on the bill of materials mentioned in point no 2 above from AGCL stores and proceed for installation at site.

3. After installation bidder shall submit the final BOQ for tubing with all fittings, accessories, etc. to Owner as per approved schematic & drawings.

4. Final clean up and restoration of site, facilities etc. as per the requirement of

Owner/ Engineer- in charge.

5. Testing the total system i.e. tubing, fittings etc. after installation with Nitrogen at a pressure of test and carry out leak tests. Leakages, if any, observed during testing shall be rectified without any additional cost to Owner.

6. Following documents shall be submitted by Bidder for station tubing and all fittings:

- Chemical composition for heat
- Chemical composition for products
- Tensile test
- Hardness test
- Flaring test
- Eddy current test
- Leak test
- Visual inspection and dimensional check

1.2 DESCRIPTION OF SUPPLY

The scope covers supply of complete items for satisfactory station tubing & fitting, accessories, spares, manuals as required, including but not limited to the following:

CNG Station Tubing and Fittings

- a) The basic material for fittings shall be SS 316.
- b) The fitting end connections shall be compatible to tube of hardness < Rb80
- c) All component parts of the fitting shall be of the same material. The ferrule material shall be able to withstand an atmosphere of natural gas, oil and moisture without rusting.
- d) Supply of SS tubes and fittings of all sizes and rating as required for successful completion of work.
- e) All fittings shall be designed in conformance with the requirements of ASME B31.3 and applicable standards. Area classification applicable for all items shall be Class 1, Division 1, Group D as per NEC or Zone-1, Group IIA/IIB specification or equivalent specification. All fittings shall be designed so that all parts / components meet the requirements for the specified area classification.
- f) The SS fittings shall be of flare less design and four-piece construction, consisting of front and rear ferrules, nut and body suitable for use on SS tubes conforming to ASTM A 269 TP 316. All the parts should be interchangeable with any other reputed fittings.
- g) Fittings shall be rated for at least the design pressure as stipulated in the material requisition. The design of fitting shall ensure that they shall be capable of holding full tube burst pressure after only one and a quarter turn pull of the nut.
- h) The threaded ends of fittings shall be NPT as per ANSI B.1.20.1, Especially male threads are to be made by cold rolling method and shall be protected by plastic caps.
- i) All Fittings should be Pneumatic tested as per code and standard. The fittings shall hold the tube with a collecting action producing a firm grip on the tube without substantially reducing the wall thickness.
- j) Fittings shall not torque the tubing during original or subsequent make-up of the connection and should use geometry for inspection before and after make-up. The fitting shall not require disassembly for inspection before or after make-up.
- k) The tube fittings shall be gaugeable for sufficient pull up after one and a quarter

turn. Tube fittings shall have a gaugeable shoulder and there shall be no radius at the point where the shoulder meets the neck of the fitting body.

l) The gap inspection gauge shall be easily insertable at finger tight position of nut. The gap inspection gauge shall not be insertable between the nut and shoulder of the fitting after completing only one and a quarter turn pull up of the nut.

m) The tube seat counter bore in the body shall be faced flat 90° to the axis of the tubing to minimize tube expansion and subsequent galling.

n) The sealing and gripping power of the fitting shall be controlled such that the action between ferrules will overcome commercial variations in tubing wall thickness, hardness, and diameter and installer skill.

o) The seal contact areas of the fitting body shall have a machined finish of 32 Ra or better.

p) The fitting body shall have no machined stop or shoulder to preclude additional tightening in subsequent make up. If shoulder is provided, supplier to supply hydraulic swaging tool with the supply of fittings to enable efficient swaging. This shall be at no extra cost to Owner.

q) Front Ferrule:

- The front ferrule shall affect a long, smooth repeatable seal by contact with body and a grip hold on the tube surface.
- The front ferrule shall always remain in a sprung condition to compensate for thermal stresses and to accomplish repeated make or break.
- Front ferrule which is wetted part shall not be hardened by Heat treatment.
- The sealing cone of body where front ferrule seats shall be burnished to remove tool marks and to give extra smooth surface for proper sealing.

r) Rear Ferrule:

- The rear ferrule shall collet the tubing surface, improving the performance of the tubing in systems of high impulse or vibration.
- The rear ferrule shall have a machined recess on the inside diameter and shall have complete surface hardening so as to substantially reduce the required pull up torque. Both the requirements i.e. complete surface hardness and machined recess shall be met for all rear ferrules.
- Rear ferrule, which grips the tubing and not typically wetted part shall be significantly hardened than the tubing up to RC 60 hardness.
- Rear ferrule shall not be hardened by Heat treatment.
- For hardening of back ferrule multiple processes shall not be-used.

s) Nuts shall have silver plated threads to act as a lubricating agent to avoid galling and to reduce tightening torque.

t) Fitting body, nut and Ferrules shall be Electro polished.

u) Fittings shall be suitable to operate at high temperature and pressure combinations

v) Trays

- Type: Perforated tray
- Material: Galvanized Iron
- Sheet Thickness: 3 mm
- Width: 300/150mm
- Length of tray: 2.5 Meter
- Accessories: Clamps and Nut bolts, couplers etc. as required
- Tray shall be supported at every: 1.5 meter interval. Necessary accessories shall be included as per site requirement

w) Providing all equipments, manpower, machinery, consumables for fabrication,

laying, installation, inspection, testing and pre-commissioning and assistance during commissioning: all types of safety tools, tackles, devices and apparatus, equipment etc. including ladders and scaffolding etc. complete as required including providing of all types of consumables, tools, tackles and facilities for inspection and interpretation of testing results by Owner Representative personnel.

x) All steel materials such as structural steel, reinforcement steel, shims, wedges, packing plates, pipes, perforated trays, nuts and bolts etc. for all types of supports and foundation as required (Pipes supplied by Company shall not be used for fabrication of supports I saddles etc.). All nuts and bolts, washers, U-bolts, clamps, clips etc. as required for fabrication of support and other structural works. Tube/ Tray supports like MS plates, GI plates, flats, pipe etc.

y) All types of painting materials including primers, paints, solvents, sand blasting materials, cleaning agents, compressed air etc.

z) Nitrogen for purging of tubing.

2.0 ERECTION, TESTING AND COMMISSIONING

The bidder shall be responsible for erection, testing, commissioning and performance test. Commissioning of systems shall be carried out by the bidder as per the accepted procedures and as per the instruction of the manufacturer of the equipment. The units will be considered commissioned only after the successful performance tests are carried out by the bidder.

3.0 TECHNICAL SPECIFICATIONS – SS TUBES

3.1 CODES & STANDARD

Items	Applicable Codes and Standards
Tubes	ASTM A269, ANSI B31.3

3.2 SAFETY

- All tubes shall be designed as per applicable code & standards.
- All parts/components shall meet the requirement for the specified area's classification.
- Area classification shall be Class-I, Division-I; Group-D as per NEC or Zone-I Group IIA/ IIB as per IS/ IEC Specification or equivalent specifications.

3.3 SPECIFICATION – SS TUBE

- All the items shall be suitable for compressed natural gas service and meet following specifications.
- Tube material shall be stainless steel as per ASTM A 269(Grade TP 316).
- Tube shall be bright annealed.
- Tube shall be seamless.
- Tube hardness shall be less than Rb 80. Tubes shall be NACE MR 0175 certified for hardness. Hardness test shall be carried out on each tube.
- Each tube shall be either hydrotested as per requirement of ASTM A450 clause 23, at a hydrotest pressure of 350 kg/cm²(g). However, it shall be ensured that the test pressure does not result in stresses exceeding the yield strength at test pressure.

or

All SS tubes shall be online 100% eddy current Tested as per ASTM A450.

- Tolerance on outer diameter shall be ± 0.005 ".
- Tube shall be of 6 meter in length.
- Minimum thickness shall be as per following table.
- OD Minimum Wall Thickness

a) $\frac{3}{4}$ " 0.095"

b) $\frac{1}{2}$ " 0.083"

c) $\frac{1}{4}$ " 0.035"

Note: Bidder to reconfirm maximum allowable working pressure for each tube size.

- Following documents/certificates to be submitted

i. Chemical composition for heat.

ii. Chemical composition for products.

iii. Tensile test.

iv. Hardness test.

v. Flaring test

vi. Leak test

vii. Visual inspection and dimensional check.

- Tubing should be clearly marked with the specifications given in the inspection certificate with heat code, lot code, outer diameter and wall thickness with inspection certificate no.

- Tubes should be supplied with both ends plugged.

Make: SANDVIK, RATNAMANI METALS AND TUBES, TUBACEX INDIA, JINDAL SAW LTD

4.0 TECHNICAL SPECIFICATIONS – SS FITTINGS

4.1 SCOPE OF SUPPLY

4.1.1 The scope of this specification covers the requirement of supply of high-pressure SS Ferrule Fittings applicable for CNG Application.

4.1.2 All codes & Standards for manufacturing, testing, inspection etc. shall be of latest edition.

4.2 CODES & STANDARDS

Applicable Codes and Standards to be followed are as under but not limited to the following: Bar Stock: ASME SA-479-316 or DIN 4401 or BS: 970-316-S31

Forging: ASME SA-182-316 or DIN 4401 or BS: 970- 316-S31

Thread: NPT ANSI B 1.20.1

In case of any conflict between this job specification and other document, the following order of precedence shall apply:

- Job Specification
- International Standards/ Codes Applicable.

Any discrepancy, ambiguity or conflict in or between any of the standards, specifications codes and the contract documents should be promptly referred to

Owner / Owner's Representative for his decision, which shall be binding on the bidder.

4.3 SPECIFICATION – SS FITTINGS

4.3.1 All the items shall be suitable for compressed Natural Gas service and meet following specifications: Testing shall be as per ASTM F 1387

4.3.2 Materials

Fittings shall be manufactured from the following materials:

Bar stock shall be as per BS: 970-316-S31, E1N 1.4401 or ASME 479-316. Forgings shall be as per BS: 970-316-S31, E1N 1.4401 or ASME SA- 182-316

4.3.3 The fittings end connections shall be compatible to tube of hardness $\leq Rb80$

4.3.4 All component parts of the fittings shall be of the same material.

4.3.5 The ferrule material shall be able to withstand an atmosphere of Natural Gas, oil and moisture without rusting.

4.3.6 All fittings shall be designed for 6000 psig pressure.

4.3.7 All fittings shall be designed in conformance with the requirements of ASME B31.3 and applicable standards. Area classification applicable for all items shall be Class-1, Division- 1, Group-D as per NEC or Zone-1 Group- IIA/ IIB as per IS/ IEC specification or equivalent specification. Fittings shall be designed so that all parts/ components meet the requirements for the specified area classification.

4.3.8 The SS fittings shall be of flare less design and four-piece construction, consisting of front and rear ferrules, nut and body suitable for use on SS tubes conforming to ASTM A269 TP316.

4.3.9 Fittings shall be rated for at least the design pressure as stipulated in the material requisition. The design of fittings shall ensure that they shall be capable of holding full tube burst pressure after only one and a quarter turn pulls up of the nut

4.3.10 The threaded ends of fittings shall be NPT as per ANSI B1.20.1. Especially male threads are to be made by Cold rolling method & shall be protected by plastic end caps.

4.3.11 The fittings shall hold the tube with collecting action producing a firm grip on the tube without substantially reducing the tube wall thickness.

4.3.12 Fittings shall not torque the tubing during original or subsequent make-up of the connection and should use geometry for inspection before and after make up the fittings shall not require disassembly for inspection before or after makeup.

4.3.13 All tube fittings shall be gaugeable for sufficient pull up after one and a quarter turn. All tube fittings shall have a gaugeable shoulder and there will be no radius at the point where the shoulder meets the neck of the fitting body.

4.3.14 The gap inspection gauge shall be easily insert able at finger tight position of nut. The gap inspection gauge shall not be insertable between the nut and shoulder of the fitting after completing only one and a quarter turn pull up of the nut.

4.3.15 The tube seat counter bore in the body shall be faced flat 90° to the axis of the tubing to minimize tube expansion and subsequent galling.

4.3.16 The sealing and gripping power of the fitting shall be controlled such that the action between ferrules will overcome commercial variations in tubing wall thickness, hardness, diameter and installer skill.

4.3.17 The seal contact areas of the fittings body shall have a machined finish of 32 Ra or better.

4.3.18 The fittings body shall have no machined stop or shoulder to preclude additional tightening in subsequent make-up.

4.3.19 Front Ferrule

The front ferrule shall affect a long, smooth repeatable seal by contact with body and a grip hold on the tube surface

The front ferrule shall always remain in a sprung condition to compensate for thermal stresses and to accomplish repeated make and break

Front ferrule which is wetted part shall not be hardened by HT.

The sealing cone of body where front ferrule sits shall be finished to remove tool marks & to give extra smooth surface for proper seating.

4.3.20 Rear Ferrule

The rear ferrule shall collect the tubing surface, improving the performance of the tubing in systems of high impulse or vibration

The rear ferrule shall have a machine recess on the inside diameter and shall have complete surface hardening so as to substantially reduce the required pull up torque. Both the requirements i.e. complete surface hardness and machined recess shall be met for all rear ferrules.

Rear ferrule which grips the tubing & not typical wetted part shall be significantly Hardened than the tubing upto RC 60 Hardness.

Rear ferrule shall not be hardened at the edge by HT and should be case hardened.

For hardening of back ferrule multiple process shall not be used.

4.3.21 Nuts shall have silver plated threads to act as a lubricating agent to avoid galling and to reduce tightening torque.

4.3.22 Fittings shall be suitable to operate at high temperature and pressure combinations.

4.4 INSPECTION AND TESTING REQUIREMENT FOR FITTINGS

The manufacturer shall submit typical type test reports for the following test carrier out on random samples of two ferrule fittings

1. Visual Examination
2. Hydraulic burst pressure test
3. Helium leak test under 0.0002 PSIA negative pressure, leaks into assembly greater than 4.0×10^{-9} atm-cc/sec being unacceptable
4. Gas pressure test for 25 Remakes at 5000 Psig. No leakage should be detectable even after 25 remakes.
5. Impulse & vibration testing as per ASTM F1387.
6. All Fittings should be hydro-tested to a pressure of 1.5 times the operating pressure

4.5 TEST REPORTS AND CERTIFICATES

- i. The manufacturer shall supply material compliance certificates conforming that the raw material for fittings conforms to the requirements of ASME Section-II and ASME Section-III sub section NB, NC and ND.
- ii. The manufacturer shall furnish test procedure and typical test reports of all tests conducted on fittings as per the requirements of clause 8 above.

4.6 MARKING, PACKING & SHIPMENT

- i. Heat code traceability number shall be stamped or etched on both body and nut of each fitting
- ii. Replacement nuts and ferrules shall be packaged in a manner so as to allow safe and simple replacement.
- iii. All the items shall be suitably wrapped and packaged to withstand rough handling during ocean shipment and inland journey.
- iv. Item shall be properly tagged and packaged separately to facilitate easy identification.
- v. Items shall be wrapped and packaged in such-a-way that they can be preserved in original as new condition.

4.7 DOCUMENTATION

- i. All documents shall be furnished in English Language only.
- ii. At the time of bidding, bidder shall submit the following documents:
Reference list of previous supplies for similar items giving the following details:
 - a) Name of the customer
 - b) Specification of the item i.e. size and pressure & temperature rating
 - c) Service
 - d) Quantity
 - e) Year of supply
- iii. Test procedures and typical certificates to be submitted as per clause 4.5 and 4.7 of this specification.
- iv. The following test certificates shall be furnished along with the shipment:
 - Test certificates of visual, chemical, mechanical testing, (Heat Code Traceability, tensile, hardness) and hydro test reports with 3.1 certificate as per EN10204.
 - Manufacturer standard shop inspection and test reports for all items.
 - Manufacturer compliance certificate
 - The test report for specified tests – type approval as per LR/ASTM F1387/PNV.
 - Third party inspection report as applicable to meet the requirements of specified codes & standards as applicable.
- v. Manufacturer Quality Manuals.

4.8. GUARANTEE

- i. The supplier/bidder/ manufacturer shall guarantee that the design, materials, manufacturing and testing of fittings comply with the requirements of this specification and applicable codes and standards. Bidder shall replace all fittings,

which are defective or fail during field pressure testing or fail to perform satisfactorily due to inadequate engineering, substandard material and workmanship.

ii. The supplier /bidder / manufacturer shall guarantee the fittings against any defect, failure or malfunctioning occurring during 12 months from the date of commissioning or 24 months from the date of supply, whichever is earlier.

Make: SWAGELOK, PARKER, DK LOK, HYLOK.

5.0 TECHNICAL SPECIFICATIONS - FOR SS VALVES

5.1 GENERAL

i. This technical specification shall be applicable for the work covered by the contract, and without prejudice to the provisions of various codes of practice, standard specifications etc. It is understood that contractor shall carry out the work in all respects with the best quality of materials and workmanship and in accordance with the best engineering practice and instructions of Engineer-In-Charge.

ii. Wherever it is stated in the specification that a specific material is to be supplied or a specific work is to be done, it shall be deemed that the same shall be supplied or carried out by the contractor. Any deviation from this standard without written deviation permit from appropriate authority will result in rejection of job.

iii. The scope of the bidder includes but not limited to supply, inspection & testing, packing, handling and dispatch of SS Ball Valves, as per quantities given in SOR and complying all the specifications mentioned.

iv. All codes and standards for manufacture, testing, inspection etc. shall be of latest edition.

v. Owner reserves the right to delete or order additional quantities during execution of order, based on unit rates and other terms & conditions in the original order.

5.2 REFERENCE DOCUMENTS

The latest edition of following standards is referred to in this specification:

MSS SP-99: Instrument Valves

ASME/ASTM B 31.3: Chemical Plant and Petroleum Refinery Piping

5.3 MATERIALS

The valve body will be made out of material conforming to ASTM A 479 Gr. SS 316. / ASTM A351 SS316

MOC of ball shall conform to ASTM A 276 Gr. SS 316./ Equivalent.

5.4 DESIGN AND MANUFACTURE

1. All ball valves shall be designed in conformance with the requirements of ASME B31.3, MSSSP-99 and applicable standards. Area classification applicable for all items shall be Class 1, Division 1, Group D as per NEC or Zone-1, Group IIA/IIB as per IS/IEC specification or equivalent specification. All parts / components shall

meet the requirements for the specified area classification.

2. Valves shall be rated for a maximum design pressure rating of 6000 psig and shall be capable of operation between Design Temperature range of -40°C to $+121^{\circ}\text{C}$

3. Valves shall have spring loaded PEEK seats allowing seal-ability over the full pressure range at any port and low operating torque over the full range of pressure and temperatures.

4. Valve shall have Nylon with brass insert handle. Handle shall indicate the direction of flow.

5. All valves should be full bore to ensure no pressure drop

6. Manufacturer should have Type Approval Certificate for using these valves for high pressure application from any one of the following:

- Det Norske Veritas (DNV)
- Lloyd's Register
- TUV

5.5 INSPECTION AND TESTING

The bidder shall submit factory test reports for the following tests carried out on each valve by Valve Manufacturer:

- i. Hydrostatic seat leak test shall be carried out with de-ionized water. There shall be no detectable seat leakage at 1.1 times the rated pressure of the valve.
- ii. Gas pressure test for seat shall be carried out with nitrogen at 1000 psig. There shall be no detectable external leakage. Maximum allowable seat leakage shall be 0.1 std-cc/min.

5.6 TEST REPORTS AND CERTIFICATES

The manufacturer shall supply material compliance certificates.

The valve manufacturer shall provide test procedure and valve inspection and test report for type test carried out on similar valves as per the requirements of clause 5.5

5.7 MARKINGS, PACKING AND SHIPMENT

- i. Heat code shall be marked on valve body to facilitate traceability.
- ii. All items shall be suitably wrapped and packaged to withstand rough handling during ocean shipment and inland journey.
- iii. Each item shall be properly tagged and packaged separately to facilitate easy identification.
- iv. All items shall be wrapped and packaged in such a way that they can be preserved in their original, as new condition.

5.8 OTHER REQUIREMENT

- i. Manufacturer should conform that valves are approved by Rail Road Commission of Texas, LP Gas Division under regulation for compressed natural gas or ANSI / AGA NGV 3.1 1995, CAN / CGA-12-3- M95 "Fuel Systems Components for Natural Gas-Powered Vehicles" by "Canadian Gas Association".
- ii. Spares and Accessories

Manufacturer shall furnish a list of recommended spares and accessories for valves required during startup and commissioning.

iii. Technical deviations, if any, required by bidder shall be separately furnished again each clause giving reasoning for each deviation. Bidder to note that except the deviation furnished by them, Bidder's offer shall be deemed to be in total conformity with the enquiry / tender specifications.

5.9 DOCUMENTATION

i. All documents shall be furnished in English Language only.

ii. At the time of bidding, bidder shall submit the following documents:

Reference list of previous supplies for similar items giving the following details:

a) Name of the customer

b) Specification of the item i.e. size and pressure & temperature rating

c) Service

d) Quantity

e) Year of supply

f) Copy of third-party inspection certificates

iii. Manufacturer Quality Manuals.

iv. Technical descriptive catalogue of manufacturer.

v. General arrangement / assembly drawing of valve showing all features.

vi. Sectional drawing showing major parts with reference number and material specification.

5.10 PRIOR TO SHIPMENT, BIDDER SHALL SUBMIT FOLLOWING TEST CERTIFICATES AND DOCUMENTS:

i. Test certificates of chemical, mechanical testing.

ii. Manufacturer standard shop inspection and test reports.

iii. The test report for specified tests.

iv. Test procedure and certificates to be submitted as per the requirements of clause 5.6 of this specification.

v. Manual for installation, erection, maintenance and operating instructions including a list of recommended spares for valves.

5.11 GUARANTEE

i. The supplier/bidder/ manufacturer shall guarantee that the design, materials, manufacturing and testing of fittings comply with the requirements of this specification and applicable codes and standards. Bidder shall replace all fittings, which are defective or fail during field pressure testing or fail to perform satisfactorily due to inadequate engineering, substandard material and workmanship.

ii. The supplier /bidder / manufacturer shall guarantee the fittings against any defect, failure or malfunctioning occurring during 12 months from the date of commissioning or 24 months from the date of supply, whichever is earlier.

Make: SWAGELOK, PARKER, DKLOK, HYLOK

6.0 TECHNICAL SPECIFICATIONS - FOR SS TUBE LAYING AND TESTING

6.1 This specification covers the minimum requirements for laying and testing of SS tubes and fittings for CNG application.

i. Laying of SS Tube :

Laying, testing and commissioning of SS tubes and fittings complete with all supports. The MS Angle and U-clamps (galvanised) / other fixing arrangement shall be procured and installed by the contractor. Payment shall be at the rate for the work set out in the agreed Schedule of Rates. Contractor shall engage competent persons for this specialized work.

ii. Scope of Works:

For Laying, Testing & Commissioning of SS Tubing Generally, the following shall constitute the Contractor's scope of work but not limited to as given herein:

- SS tubes shall be clamped to the MS Angle at every 1000 mm using P clamps of approved make / SS – 308 clamps with EPDM cushion. The practice of Flattening of tubes for clamping purposes shall not be permitted.
- MS Angle and U-clamps (galvanised) shall be procured from approved manufacturers and through a QAP including stage inspection and pre dispatch inspection of the materials by Owner (To be isolated by rubber gaskets).
- Tubes shall be bent using tube benders only and any hot bending will be totally rejected. Tubes shall be cut using pipe cutting device. Hot cutting is not allowed.
- Carrying out pneumatic testing and purging with nitrogen as per approved procedures; providing all tools, tackles, instruments, manpower and other related accessories for carrying out the testing of tubes.
- Start-up and commissioning assistance.
- Handing over the completed works to Client for their operation/ use purposes.
- Any other work not specifically mentioned herein, but required for the satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified schedule at no extra cost to Client.

6.2 INSTALLATION PROCEDURE

TUBE END PREPARATION

- Cut the ends square with a hacksaw and a suitable guide. Tube cutters are satisfactory for most tube materials but tend to work harden stainless steel. As such proper care shall be exercised while cutting the SS tubes to avoid the hardening.
- Burrs must be removed inside and outside for proper entry into fitting to prevent contamination and/ or restricted flow proper de burring tool shall be used.
- Remove all chips, and grit before attachment of fittings.

ASSEMBLY

- Tube line fabrication must be accurate so that the tube end easily enters the fitting in proper alignment. Do not force an improperly fitted tube line into the fittings.
- Ensure that the tube end is bottomed against the shoulder in the fitting body. This is necessary to prevent movement of the tube while the nut forces the ferrule to grip the tube and to seal through any imperfections that may exist on the outside tube surface.
- Never permit the fitting body to rotate during tube end make-up, use two wrenches.
- Assemble port connectors to components first and hold with a wrench while making up the tube joint. All types of union bodies must be held while each of the tube ends is made up.
- Never attempt to make up by torque.
- Always turn the nut the prescribed amount regardless of torque required. Fitting end plugs required only 1- ¼ turn from finger tight make up in all sizes.

6.3 REMAKE OF FITTINGS

A disassembled joint can be remade, simply by retightening the nut to the position of the original make up. For maximum number of remakes, mark the fitting and nut before disassembly. Before retightening, make sure the assembly has been inserted into the fitting until the ferrule(s) seats in the fitting. Retighten the nut by hand. Rotate the nut with a wrench to the original position as indicated by the previous marks lining up. (A noticeable increase in mechanical resistance will be felt indicating the ferrule is being re-sprung into sealing position.) Then snug the nut 1/12 turn (1/2 hex flat) past the original position.

6.4 REFERENCE SPECIFICATION, CODES AND STANDARDS

The Contractor shall carry out the work in accordance with this specification, Engineering Standards, ASME B 31.8 - Gas Transmission and Distribution Piping Systems, Oil Industry Safety Directorate (OISD) norms. Should the Contractor find any discrepancy, ambiguity or conflict in or between any of the Standards and the contract documents, then this should be promptly referred to the Engineer-in-Charge (EIC) for his decision, which shall be considered binding on the contractor.

Supply by The Contractor at His Own Cost As Part Of This Specification:

The procurement and supply of MS Angle with U-clamps at the appropriate time of all the materials and consumables except for the materials specifically enlisted under Owner's scope of supply, shall be entirely the Contractor's responsibility and its rates of execution shall be inclusive for all these items, as follows but not limited to these:

- i. Bolts and nuts for supports, U-bolts with nuts, P-clamps for tubes, anchor bolts of various sizes for fixing to concrete structure.
- ii. Bitumen paints primer and solvents.
- iii. All material for minor civil works like grouting etc.

- iv. Minor structural steel for fabrication of tube/ tray supports like MS plates, GI plates, flats, pipe etc.,
 - v. Pumps, compressor, Corrosion Inhibitor for water used for hydrostatic testing, including water for testing, inert gas for purging.
 - vi. All items not expressly mentioned in the Contract but which are necessary for the satisfactory completion and performance of the Work under this Contract.
- Note: Samples of all the consumables items / test certificates required to be approved by EIC.

CHECKLIST -TECHNICAL

Bidder confirms following, as a minimum, has been enclosed in the offer.

S.NO.	Requirements	Compiled by Bidder (Tick)
1	Reference List of previous supply of Procured item	<input type="checkbox"/>
2	Filled – up Data Sheets, duly signed and stamped by bidder enclosed.	<input type="checkbox"/>
3	List of recommended commissioning spares and accessories for Procured item.	<input type="checkbox"/>
4	List of recommended spares and accessories for two year normal operation for procured item.	<input type="checkbox"/>
5	Compliance statement duly filled and stamped enclosed.	<input type="checkbox"/>
6	GA & assembly drawings, cross section drawings including part list & material list enclosed.	<input type="checkbox"/>
7	Other technical details & vendor's product catalogues enclosed.	<input type="checkbox"/>

A. SCOPE

This Inspection and Test Plan covers the minimum testing requirements of SS tubes.

B. REFERENCES

PO / PR / Standards referred there in / Job specifications / Approved documents.

C. INSPECTION AND TEST REQUIREMENTS:

S.NO.	ACTIVITY DESCRIPTION/ CHARACTERISTICS	QUANTU M OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE CRITERIA / NORMS	FORMAT OF RECORD	Vendor	TPIA / CA	Remarks
1	RAW MATERIAL INSPECTION & BOUGHT OUT ITEMS							
1.1	Mother Pipes - Material MTC	100%	ASTM A312 TP 316	ASTM A312 TP 316	MTC of Manufacturer / Internal Inspection Report	R	R	TPI to verify MTC of each batch
1.2	Identification of Mother Pipes - Chemical Test & PMI test	Chemical Test one sample and PMI 100%	ASTM A312 TP 316	ASTM A312 TP 316	Internal Inspection Report	R	W / R	
2	IN-PROCESS INSPECTION							
2.1	Manufacturing of pipes	100%	ASTM A269 TP 316	ASTM A269 TP 316	Production Chart	P	R	
2.2	Heat Treatment @1040 deg. C to 1060 deg. C	100%	ASTM A269 TP 316	ASTM A269 TP 316	Heat Treat Chart	P	R	

2.3	Hydrostatic Test -Leak Test	100%	ASTM A269 TP 316	ASTM A269 TP 316	Original MTC and Report	P	R	
2.4	NDT (Eddy Current etc.)	100%	ASTM A269 TP 316	ASTM A269 TP 316	Inspection Report	P	R	
3	FINAL INSPECTION & TESTING							
3.1	Chemical, Physical Test	One Sample per heat per lot	ASTM A269 TP 316	ASTM A269 TP 316	Lab Report	P	W	
3.2	IGC PRACTICE "E" test (IGC : Inter Granular Corrosion)	One Sample per heat per lot	ASTM A262 Practice	ASTM A 262	Lab Report	P	W	
3.3	Leak Test (Hydrotest)	10% of the offered lot	ASTM A269 TP 316	ASTM A269 TP 316	Inspection Report	P	W	
3.4	NDT (Eddy Current etc.)	10% of the offered lot	ASTM A269 TP 316	ASTM A269 TP 316	Inspection Report	P	W	
3.5	Visual and Dimensional	10% of the offered lot	ASTM A269 TP 316	ASTM A269 TP 316	Inspection Report	P	W	
4	MARKING & PACKING							
4.1	Marking (mfg. name, size, grade, spec, heat not lot no., code no. etc) Cleaning, P/E or B/E (as per PO), plastics ends caps, packing etc.	10% of the offered lot	ASTM A269 TP 316	ASTM A269 TP 316	Inspection Report	P	W	
4.2	Review of lab reports, MTC and preparing of IRN	-	ASTM A269 TP 316	ASTM A269 TP 316	Relevant test Report, MTC	P	W	
5	FINAL DOCUMENTATION	-		P.O. / PTS	Compliance Certificate	p	R	

LEGENDS: R - Review, W - Witness, A - Approval, RW - Random Witness, H - Hold, P - Perform, TPIA - Third Party Inspection Agency, CA - Control Authority (Purchaser/Purchaser's representative) , P.O. - Purchase order.

Notes: -

1	The Above Testing and acceptance criteria are minimum requirements. However, manufacturer shall ensure that the product shall also comply to the additional requirements as per Technical specification
2	The supplier shall submit their own detailed ITP prepared on the basis of above / Technical specification for approval of Purchaser/Purchaser's representative. Purchaser/Purchaser's representative shall review/approve all the documents related to QAP/Quality manuals/Drawings etc. Submitted by Bidder/Supplier.
3	Bidder shall in coordination with Supplier/Sub vendor issue detailed Production and Inspection schedule indicating the dates and the locations to facilitate Purchaser/Purchaser's representative and TPIA to organize Inspection.
4	Special manufacturing procedures have to be specially approved or only previously approved procedures have to be used. In case of conflict between specifications, more stringent condition shall be applicable.
5	Purchaser/Purchaser's representative including TPIA will have the right to inspect any activity of manufacturing at any time.
6	All reference Codes/ Standards, Documents, P.O. Copies shall be arranged by vendor / supplier for reference of TPIA/ CA at the time of Inspection. At the time of delivery of material in stores, vendor will submit copy of all related document of inspection along with release note & MTC.

COMPLIANCE STATEMENT

S.No	Requirement	Bidder's Confirmation
1	Bidder confirms that all materials proposed by the bidder are same/ superior to those specified in specification/ data sheets enclosed.	
2	Bidder confirms that the offer is in total compliance with the Technical requirements of the Material Requisition. Bidder confirms that deviation expressed or implied anywhere else in the offer shall not be considered valid.	
3	Bidder confirms that in the event of securing order for the requisitioned item(s), good for manufacturing drawings of ordered item(s) shall have complete details with dimensions, part list and material list including back-up calculations in the first submission, failing which the vendor shall be solely responsible for any likely delay in delivery of item(s).	

Bidder's Signature with Stamp

INFORMATION/ DOCUMENTS / DRAWINGS TO BE SUBMITTED BY SUCCESSFUL BIDDER

Successful Bidder shall submit four copies unless noted otherwise, each of the following:

1. Inspection & test reports for all mandatory tests as per the applicable code as well as test reports for any supplementary tests, in nicely bound volumes.
2. Filled in Quality Assurance Plan (QAP) for Purchaser's approval. These QAPs shall be submitted in two copies within 15 days from LOI/ FOI.
3. Detailed completion schedule activity wise (Bar Chart), within one week of placement of order.

NOTE: - All drawings, instructions, catalogues, etc., shall be in English language and all dimensions shall be metric units.

Bidder's Signature with Stamp

REFERENCE LIST

Sl No.	Project	Year of Supply	Client , Address and Contact No.	Email	Size and Rating/ thk	Service
Bidder's Signature with stamp						

7. **PRICE:** The Price quoted for materials should be FOR: **AGCL C&P Stores**, Duliajan, Assam basis.

8. **TAX:** Applicable GST will be included with the order value. However, if GST changes, prevailing GST shall be applicable at the time of settlement of the bill.

9. **DELIVERY:** The ordered materials shall be delivered within 1 month from the issue of Purchase Order (P.O.) via email. FOR: **AGCL C&P Stores**, Duliajan, Assam basis. The Purchase Orders are to be issued to the successful bidder as and when required basis throughout the contract period.

10. **TRANSIT INSURANCE:** The goods should be dispatched by suppliers' own arrangement with risk & responsibilities. The materials should be delivered at AGCL stores, Duliajan & to destined sites of AGCL with all necessary precautionary measures for protection from damage of materials during transportation from works and at the time of unloading. All the materials should be insured against any loss or damage during transit. Copy of transit insurance is to be submitted along with delivery of materials. **The insurance is in the suppliers' scope.**

11. **TIME OF COMPLETION:** Individual completion period for each location shall be intimated by AGCL – Intimation shall be given 10 days prior to start of the work for each site. The contractor shall complete the same within 30 days from the date of intimation.

11.1 The contractor shall keep minimum mobilization team of personnel and resources including survey equipment, tools & tackles, vehicles, office with printers, plotters etc. at site for carrying out the survey works under the scope of work for the work fronts communicated in writing by AGCL from time to time.

11.2 The time of completion mentioned above and if the Contractor fails to achieve the targeted progress schedule, AGCL at its option, may terminate the contract as contractor's default and get the work completed from other sources at contractor's risk & cost.

11.3 The Contractor shall scrupulously adhere to the Targets/Programmed by deploying adequate personnel, in good time to achieve the targets set out by AGCL. In all matters concerning the extent of targets set out, the decision of the Engineer-in-charge shall be final and binding on the contractor.

12. PAYMENT:

12.1 **PAYMENT AGAINST MATERIALS:** After delivery of each lot of ordered materials & acceptance of the same, 100% payment shall be released against the delivered materials within 45 (Forty-Five) days subject to submission of invoice in triplicate along with all relevant documents as per the NIT & the PO. All statutory Govt. deductions shall be applicable while releasing payment.

12.2 **PAYMENT AGAINST SERVICE/WORK:** 100% payment shall be released upon completion of the installation, testing and commissioning at site within the scheduled completion period. The payment shall be released within 45 (Forty-Five) days subject to submission of invoice in triplicate along with all relevant documents as per the NIT & the PO. All statutory Govt. deductions shall be applicable while releasing payment.

13. **LIQUIDATED DAMAGE:** In case of delay in completion beyond the scheduled date of completion of delivery/service/work as per, charges for Liquidated Damage @0.5% (point five percent) per week of delay or part thereof subject to a maximum of 5% (five percent) of the undelivered quantity/incomplete work will be deducted for the undelivered quantities/incomplete work unless such delay is attributable to the owner or due to Force Majeure. For calculation of delay in delivery, date of issue of LR copy will be considered as date of delivery.

All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

14. **QUANTITIES:** The quantities mentioned in the "Price Schedule / Schedule of Rates (SOR)" are indicative only. They may increase or decrease based on actual execution. Once the quantity mentioned against any SOR-Item is exhausted and the quantities in other SOR-Item are available, AGCL shall execute the same up to the limit of contract value. However, if the total contract value is exhausted before the end date of contract, AGCL may increase the quantities of SOR-Items, without taking consent of the contractor, on the same rates, terms and conditions till the validity of contract.

15. **GUARANTEE/WARRANTY AGAINST MATERIALS:** The Supplier warrants that the Goods supplied under the Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract Documents. The Supplier further warrants that all Goods supplied under this Agreement shall have no defect, arising from design, materials, or workmanship (except when the design and / or materials is required by the Purchaser's specifications and the Supplier has given his disclaimer of warranty obligations with respect to such requirement) or from any act of omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of use/destination.

The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been put into operation or for eighteen (18) Months after the date of delivery, whichever occurs earlier. The Owner shall promptly notify the Supplier in writing of any claims arising out of this warranty.

Upon receipt of such notice, the Supplier shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Purchaser, deliver at the appropriate destination. The Supplier may take over the replaced parts / Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts / goods thereafter, In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced Goods or item or material shall be extended to a further period of 12 months from the date of such repair/replacement if put to use immediately or 18 months.

16. **DEFECT LIABILITY PERIOD:** The defect liability period for awarded work will be 12 months which shall be reckoned from the date of actual completion of work.

17. **MODE OF MEASUREMENT**

17.1 The measurement shall be carried out by a joint inspection by AGCL EIC and Contractors authorized representative and document shall be duly signed off.

18.0 SITE CLEANING

18.1 Contractor shall clean and keep clean (Housekeeping and cleanliness) the work site always to the satisfaction of the Engineer-in-charge for easy access to work site and to ensure safe passage, movement and working.

18.2 The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge.

18.3 No extra payment shall be paid on this account.

19. SITE ORGANIZATION: The tenderer shall submit the details of Organization proposed by him at site of work for the implementation of the works under the contract, together with bio data of the key personnel. The contractor shall however without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same as decided by Engineer-in-charge depending on the exigencies of work to suit the survey schedule without any additional cost to AGCL.

20.0 RESPONSIBILITY OF CONTRACTOR

20.1 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc., shall be deemed to be included in the price quoted and no separate payments on account expenses shall be entertained.

20.2 Contractor shall be solely responsible for making available for executing the work, all requisite, tools, tackles and testing equipment and appliances. AGCL shall not in any way be responsible for providing any such equipment, machinery, tools and tackles etc.

21. COMPENSATION FOR IDLE TIME: No Idle time claim shall be entertained under any circumstances.

22. ADDITIONAL WORKS/ EXTRA WORKS: AGCL reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decision taken by AGCL Contractor is required to extend necessary cooperation and act as per the instructions of AGCL.

23. SITE VISIT: The tenderer is advised to visit the site and obtain all information that may be necessary for preparing their offer/bid and entering into the contract. On familiarity with site conditions will not be considered a reason either for extra claims/or for not carrying out the work conforming to the specification

24. HEALTH SAFETY AND ENVIRONMENT (HSE):

24.1 All the safety rules and regulations prevailing and applicable from time to time at the execution as directed by OWNER will be strictly adhered to by the Contractor.

24.2 Contractor has to ensure the safety of man and machine all the times. Damages to equipment's due to bad workmanship/negligence will be recovered as per the decision of owner, which will be final and binding upon the contractor.

24.3 The contractor shall supply all the protective safety equipment's like helmets / hard head hats, gumboots / safety shoes, hand gloves, safety belts, eye protection,

ear protection etc. to his workmen at his own cost as required by operations.

24.4 Tobacco/ Gutkha chewing or other such acts, are strictly prohibited at the site.

24.5 Contractor shall follow the AGCL'S Safety Manual.

25.0 CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKELS: CONTRACTOR shall be solely responsible for making available for executing the WORK as applicable, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including Customs of such equipment etc. as required. In case of Customs of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipment so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same.

26.0 CONDITION FOR ISSUE OF MATERIALS

26.1 Whenever any material is issued by Owner, following conditions in addition to other conditions as specified in the contract shall be applicable.

26.2 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer in- charge from time to time, when he requires the above material for incorporation in permanent works.

26.3 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation.

26.4 The contractor shall bear all other cost including lifting, carting from issue points to work. Site/contractor's store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.

26.5 No material shall be allowed to be taken outside the plant without a gate pass.

26.6 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

27.0 NON-COMPLIANCE RATIONALIZATION: In case of non-availability of required material to be provided by the contractor and the material being available with AGCL, it can be issued to the contractor on chargeable basis. The charges payable by the contractor shall be in advance and at the last PO rate plus 15% overhead charges. However, any delay on account of non-availability of material shall be to contractor's account for applicability of PRS clause.

28.0 GENERAL

28.1 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform badges while working on premises of the Purchaser including work sites.

28.2 Contractor shall provide all labour and necessary supervision to carry out the work as per the scope of work as defined in tender document, which forms part of

this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with General Conditions of Contract

29.0 COMPLIANCE WITH LAW: Contractor shall abide by all prevailing Laws of India including but not limited to:

- a. The Mines Act.
- b. The Minimum Wages Act, 1948.
- c. The Workman's Compensation Act, 1923.
- d. The Payment of wages Act, 1963.
- e. The Payment of Bonus Act, 1965.
- f. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- g. Employee's Pension Scheme, 1995.
- h. Inter-State Migrant (Regulation of Employment and Condition of Service) Act, 1979.
- i. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- j. GST Act.

30.0 PENALTIES

30.1 In case of non-compliance of statutory provisions penalty will be imposed by the owner as detailed below:

30.2 Contractor's failure to submit RPFC challans along with the bills for more than one month during the tenancy of the contract shall attract penalty of Rs. 5000.00 per month. Owner may suspend the work if challans are not submitted within three months.

30.3 Delay in obtaining ESI/WC cover taken for shorter duration will result into retention of an amount equal to 5% of RA bill which will be released on receiving the requisite documents/challans after deducting a penalty of Rs. 1000.00 per month per instance over and above the amount which would have otherwise being paid by the contractor in obtaining the required ESI/WC Cover.

30.4 Delay in submitting the required insurance policies as specified in the tender document will result into a penalty of Rs. 5000.00 over and above the amount which would have otherwise being paid by the contractor in obtaining the required insurance policies. The contract may be terminated in case of in-ordinate delays at the sole discretion of owner.

31.0 WORKMANSHIP

31.1 Regarding work completion, the decision of the owner will be final and binding.

31.2 The work executed shall be to the satisfaction of Owner and contract price shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.

32.0 CONTRACT CLOSURE

32.1 It is contractor's obligation to submit final bill and all requisite documents as per tender condition for closure of the contract within 15 days after completion of work.

32.2 In case contractor fails to close the work order within 15 days period, AGCL will initiate action to close the contract as per documents/data available on the record. AGCL reserves the right to adjust any pending liability of the closed contract

from the any other running contract.

33. CONTRACT PERFORMANCE BANK GUARANTEE:

33.1 The successful bidder shall furnish to the purchaser the Contract Performance Bank Guarantee (CPBG) equivalent to 5% of the total contract value (total contract value will be inclusive of all duties and charges but excluding GST) within a period of Fifteen (15) Days from the date of issue of Purchase Order/Work Order/Contract Order. The CPBG should initially be kept valid for 90 days beyond the defect liability period.

33.2 All bank guarantees will also have 30 days claim period beyond expiry date.

33.3 The proceeds of the Contract-Cum-Equipment Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss or damage resulting from the Supplier's failure to complete its obligations under the Agreement.

33.4 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.

33.5 A bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India and registered with RBI.

33.6 The Contract Performance Guarantee will be discharged by the Owner and returned to the Supplier not later than thirty (30) days following the date of completion of all the Supplier's performance obligations under the Contract, including any warranty obligations.

33.7 Claim period 30 days more than the validity of the CPBG

33.8 CPBG shall be issued in favour of Assam Gas Company Limited.

34.0 AGCL BANKING DETAILS REQUIRED FOR CPBG:

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

35.0 INSPECTIONS AND TESTS

35.1 The Contractor shall carry out the various tests as enumerated in the tender document and as per direction of owner/ owner's representative either on field or outside/ laboratories concerning the execution of work by contractor. All the expenses shall be borne by the contractor and shall be considered as included in the items given in SOR.

35.2 Contractor shall give prior notice sufficiently ahead of time to the owner and also to the authorities to conduct inspection/to witness such tests.

35.3 The work is subject to inspection at all times by the owner/ owner's representative. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant

codes of practice furnished to him during the performance of the work.

35.4 All results of inspection and tests will be recorded in the Inspection reports, Proforma of which will be approved by the owner. These reports shall form part of the completion of the document.

35.5 Inspection and acceptance of the work by the owner shall not relieve the contractor from any of his responsibilities under this contract.

35.6 Statutory fees paid to Statutory Authorities and others for repeat tests and Inspection due to failures, repairs etc. for the reasons attributable to the Contractor shall be borne by the Contractor.

35.7 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work are attributable to Contractor these shall be attended by the Contractor at his own cost, as and when they are brought to his notice by the owner. The owner shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

35.8 For all Test and specification refer technical tender.

35.9 TPIA: Bidder shall arrange TPI from AGCL approved agencies at bidders cost.

36. APPLICABILITY OF LAW & JURISDICTION: The order shall be governed and interpreted in accordance with the applicable laws of India and Dibrugarh Court in the State of Assam shall have exclusive jurisdiction.

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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 EXPERIENCE:

The Bidder should have successfully executed and completed One Similar work at any City Gas Distribution entity/ CNG Stations in the preceding 7 (Seven) years reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/ large & reputed Private Sector company in India and fulfilling either of the following criteria:

a) 3 (Three) similar completed work **costing not less than the amount equal to Rs 68.7 Lakhs each or higher.**

OR

b) 2 (Two) similar completed work **costing not less than the amount equal to Rs 85.9 Lakhs each or higher.**

OR

c) 1 (One) similar completed PO value **costing not less than the amount equal to Rs 137.5 Lakhs or higher.**

a. Definition of **‘Similar Work’**: The bidder shall have successfully executed/ completed a contract/ order for **‘Supply, laying/ installation, testing and commissioning of SS seamless tubing, fittings & valves for CNG application** in any City Gas Distribution Network entity within the last seven (07) year reckoned from the bid due date. The work shall be carried out against the orders placed by Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/ large & reputed Private Sector company in India engaged in CGD business.

Or

The bidder shall have successfully completed executed /completed a contract/order **for construction of CNG station where laying/ installation, testing and commissioning of SS seamless tubing, fittings & valves was a part of the contract for any City Gas Distribution Network** entity within the last seven (07) year reckoned from the bid due date. The work shall be carried out against the orders placed by Central Govt./State Govt./Public Sector

Undertaking/State Govt. Enterprise/ large & reputed Private Sector company in India engaged in CGD business.

Or

The bidder shall have successfully executed /completed a contract/order for **Laying/ installation, testing and commissioning of SS seamless tubing, fittings & valves for CNG application where fittings and tubes are being supplied by the CGD entity** in any City Gas Distribution Network entity within the last seven (07) year reckoned from the bid due date. The work shall be carried out against the orders placed by Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/ large & reputed Private Sector company in India engaged in CGD business.

Or

The bidder should have satisfactorily executed contract/order of **fitting & fixing of SS tubes including Composite Hydrotesting Work of CNG Cascade where SS tube fitting and fixing work including Cascade lifting and Transportation Work** is included in CNG application within the last seven (07) year reckoned from the bid due date. The work shall be carried out against the orders placed by Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/ large & reputed Private Sector company in India engaged in CGD business.

Notes to BEC Clause 1.1 above:

1.1.1 A job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary /Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

1.1.2 In case the bidder is executing a rate contract which is still running and the quantity executed till one day prior to the original bid due date is equal to or more than minimum prescribed quantity as mentioned in the BEC (1.1.1 above), such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate to this effect issued by the end user / owner / Authorized consultant.

b. For proof of requisite Experience (refer Clause No. 1.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:

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

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 03(three) years reckoned from the original bid closing date but completion is within the prescribed 03 (three) 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) value/quantity/period prior to original bid closing date is equal to or more than the minimum prescribed value/quantities in the BEC.

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 03 years, to be submitted as below:

Bidder must submit the breakup of similar work/supply and its value/quantity executed within the prescribed period of 03 (three) 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).

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 03 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

D) 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.

1.2 The bidder must confirm the following in their bid:

To quote for full service as specified in 'Scope of Work' and submit filled up 'Price bid format/Schedule of Rates'

2.0 FINANCIAL EVALUATION CRITERIA:

2.1 The average annual turnover achieved by the bidder as per their audited financial results in the last 3 (three) immediate preceding financial year shall be above **INR 137.00 Lakhs.**

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, the following documents/photocopies must be submitted along with the bid:

- (i) Audited Balance Sheet along with Profit & Loss account.

AND

- (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number).

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.
- 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.
- d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e.** 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 and 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 other than the above will be treated as non-responsive and rejected.

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

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

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

3.6 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

3.7 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

3.8 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under “Financial Bid/BOQ” tab in the main bidding engine of E-Tender portal; otherwise, the bid will be rejected. All other techno-commercial documents other than price details to be submitted 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) Bid Securing Declaration
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) 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 120 days** from Bid Opening Date will be rejected.

4.0 EVALUATION CRITERIA:

4.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on AGCL.

4.2 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

4.3 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

4.4 The quantities shown against each item in the “Price Bid Format” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, 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 **overall lowest cost** to AGCL (L-1 offer) basis i.e., considering lowest price for overall line items as per SOR including applicable GST (CGST & SGST/UTGST or IGST).

4.9 AGCL will prefer to deal with registered bidder 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.

4.10 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.

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.

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

NOTES ON GOODS AND SERVICES TAX:

- 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.
- Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.
- 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**.
- 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.
- 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.
- GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 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.
- 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.

- 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.
- The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 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.

4.11 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder. The company may at its discretion divide the order value in 75:25 ratio between L1 & L2 bidders provided L2 bidder agrees to L1 rate.

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 PURCHASE PREFERENCE CLAUSE:

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

6.1.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for awarding 25% of the line item by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

6.1.2 In case of more than one such MSE qualifying for 25% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 25% purchase preference.

6.1.3 **Documentation required to be submitted by MSMEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16th June 2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only up to the 31st December, 2021.

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

i. Udyam Registration Number with Udyam Registration Certificate
or

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

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

7.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more

particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

APPENDIX C1

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

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

Ref. No _____

Date _____

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

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ **Dated** _____

Sir,

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

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

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

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

Signature of Authorised Signatory:

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

APPENDIX C2

Format of Authorization & Backup Warranty by Manufacturers to Sole Selling Agent/Dealer/Distributor/Supply House/Channel Partner
(To be typed on the letter head of the Manufacturers)

Ref. No _____

Date _____

To,
Managing Director
Assam Gas Company Limited
Duliajan-786602

Sub: Authorization & Backup Warranty

Ref: Your tender No. _____ **Dated** _____

Sir,

We, M/s..... (Name & address of the Manufacturer) hereby authorize M/s..... (Name & address of the Bidder) to submit their Bid against Tender No..... floated by Assam Gas Company Limited(AGCL) for supply tendered goods, which will be manufactured by us. As we do not participate directly against such tendering process, we authorize M/s. (name of the Bidder) to participate as our only Sole Selling Agent/Dealer/Distributor/Supply House/Channel Partner (strike out whichever is not applicable) against the tender.

We hereby guarantee the supply through M/s..... (name of the Bidder) in the event of placement of purchase order by AGCL and shall provide all back-up supports as may be necessary including for the quality & workmanship of supplied materials.

This authorization and back-up warrantee/guaranty shall remain valid throughout the execution by M/s. (Name of the Bidder) including the defect liability period, in the event of an order by AGCL on them.

Yours faithfully,
For (Name of the manufacture)

Name & Signature of Authorized signatory:

Designation :

Phone No.

Place :

APPENDIX C3

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

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APPENDIX C4

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

ANNEXURE-D

PURCHASE ORDER ACCEPTANCE

To
M/s. AGC Limited,
Duliajan

Sub: Purchase Order No.-----

Dear Sir,

Having examined the Item Specification, Rates, Terms & Conditions, Notes of the Purchase Order, General Purchase Condition and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned accept to perform/execute the above Purchase Order in conformity with the said conditions of Purchase Order. We undertake, to execute the purchase order as per the delivery schedule of the order.

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

Dated this _____ day of _____ 20__.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Seller:

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ANNEXURE-E

PERFORMANCE SECURITY FORM

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

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

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

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

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

This guarantee is valid until the ____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO: IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS: _____

Designation: _____

Name of the Bank: _____

Address: _____

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ANNEXURE - F

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

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

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

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

Validity of Registration:

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

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

III. “Bidder from a country 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
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

Explanation –

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

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

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

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

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

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

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

APPENDIX F1

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

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

Ref. No. _____ **Date:** _____

Assam Gas Company Limited
DULIAJAN, ASSAM, INDIA

Subject: Tender No. _____ Date: _____

Dear Sirs,

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

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