

## NOTICE INVITING TENDER

No: Elect/232/PDG/2023/238

Dated 17.11.2023

Ref: A. Tender Reference No. Elect/232/PDG/2023/233 Dated 14.11.2023

B. Tender ID: 2023\_ICD\_34005\_1

Assam Gas Company Limited, Duliajan invites bids under two bid systems (Part-I, i.e. Techno-commercial bid and Part-II, i.e. Price bid) from OEM of Engine/ Alternator/ Generator Set or Authorized distributors/ Authorized Dealers/ Indian Companies of OEM of Engine/Alternator/ Generator set dealing with Generator installation works fulfilling related Regulatory & Statutory norms.

❖ Validity: 120 Days (One Hundred and Twenty Days) from the schedule date of Techno-Commercial bid Opening.

❖ **Tender Documents are available at E-procurement portal [www.assamtenders.gov.in](http://www.assamtenders.gov.in) and should be submitted online only.**

1) NAME AND SCOPE OF WORK: Supply, Installation, Testing and Commissioning of one number brand new 625 KVA, 415V, 50 Hz, three phase Diesel Generator Set with related accessories at Assam Gas Company Limited, Duliajan in the State of Assam.

2) TENDER PROCESSING FEE: Rs 1,200.00 (Rupees One Thousand Two Hundred only) to be paid through RTGS/ NEFT/ internet banking in Assam Government e-Procurement System.

3) EARNEST MONEY: An amount of Rs. Rs 1,20,000.00 (Rupees One Lakh Twenty Thousand only) to be paid through RTGS/ NEFT/ internet banking in Assam Government e-Procurement System.



4) Time of completion: Supply & Delivery of Materials at AGCL Duliajan with all accessories: 60 (Sixty) days from the date of issue of W.O. by Fax/Email etc

Installation, Testing & Commissioning etc. at site: 15 (Fifteen) days from the date of acceptance of materials by AGCL at Duliajan or formal handing over of site whichever is earlier.

5) Assam Gas Company Limited reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Sd/-

Managing Director  
Assam Gas Company Limited

 <b>eProcurement System Government of Assam</b> <b>Tender Details</b>		Date : 17-Nov-2023 11:18 AM	
 <a href="#">Print</a>			
<b>Basic Details</b>			
<b>Organisation Chain</b>	Industries and Commerce Department  Assam Gas Company Ltd - ICD		
<b>Tender Reference Number</b>	Elect/232/PDG/2023/233		
<b>Tender ID</b>	2023_ICD_34005_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Works
<b>Tender Category</b>	Works	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Online	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No
<b>Payment Instruments</b>		<b>Cover Details, No. Of Covers - 2</b>	
<b>Online Bankers</b>	<b>S.No</b>	<b>Bank Name</b>	<b>Cover No</b>
	1	SBI Bank	
			<b>Cover</b>
			<b>Document Type</b>
			<b>Description</b>
			1
			Fee/PreQual/Technical
			.pdf
			NIT Document
			2
			Finance
			.xls
			Price Bid
<b>Tender Fee Details, [Total Fee in ₹ * - 1,200]</b>		<b>EMD Fee Details</b>	
<b>Tender Fee in ₹</b>	1,200	<b>EMD Amount in ₹</b>	1,20,000
<b>Fee Payable To</b>	Nil	<b>EMD through BG/ST or EMD Exemption Allowed</b>	Yes
<b>Fee Payable At</b>	Nil	<b>EMD Fee Type</b>	fixed
<b>Tender Fee Exemption Allowed</b>	Yes	<b>EMD Percentage</b>	NA
		<b>EMD Payable To</b>	Nil
		<b>EMD Payable At</b>	Nil
<a href="#">Click to view modification history</a>			
<b>Work /Item(s)</b>			
<b>Title</b>	FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE NUMBER BRAND NEW 625 KVA, 415V, 50 HZ, THREE PHASE DIESEL GENERATOR SET WITH RELATED ACCESSORIES AT ASSAM GAS COMPANY LIMITED, DULIAJAN IN THE STATE OF ASSAM		
<b>Work Description</b>	FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE NUMBER BRAND NEW 625 KVA, 415V, 50 HZ, THREE PHASE DIESEL GENERATOR SET WITH RELATED ACCESSORIES AT ASSAM GAS COMPANY LIMITED, DULIAJAN IN THE STATE OF ASSAM		
<b>Pre Qualification Details</b>	Please refer to NIT Document		
<b>Independent External Monitor/Remarks</b>	NA		
<b>Show Tender Value in Public Domain</b>	No		
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Electrical Works
<b>Contract Type</b>	Tender	<b>Sub category</b>	NA
<b>Bid Validity(Days)</b>	120	<b>Period Of Work(Days)</b>	75
<b>Location</b>	Duliajan	<b>Pre Bid Meeting Place</b>	Virtual mode
<b>Pincode</b>	786602	<b>Bid Opening Place</b>	Assam Gas Company Limited, Duliajan
<b>Pre Bid Meeting Address</b>	Virtual mode	<b>Pre Bid Meeting Date</b>	27-Nov-2023 10:00 AM

<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No
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**Critical Dates**

<b>Publish Date</b>	17-Nov-2023 02:00 PM	<b>Bid Opening Date</b>	08-Dec-2023 02:30 PM
<b>Document Download / Sale Start Date</b>	17-Nov-2023 02:00 PM	<b>Document Download / Sale End Date</b>	08-Dec-2023 02:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	18-Nov-2023 10:00 AM	<b>Bid Submission End Date</b>	08-Dec-2023 02:00 PM

**Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	NIT Document	675.99

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	BOQ	BOQ_55031.xls	Price Bid	282.50

**Bid Openers List**

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

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

**Tender Inviting Authority**

<b>Name</b>	Managing Director
<b>Address</b>	Assam Gas Company Limited, Duliajan

**Tender Creator Details**

<b>Created By</b>	ABHISHEK BHUYAN
<b>Designation</b>	LDA
<b>Created Date</b>	17-Nov-2023 11:14 AM

**ASSAMGASCOMPANY LTD**  
**P.O. Duliajan, Dist.: Dibrugarh, Assam-786 602**  
**Phone:0374-2800452,Fax-2800557**

**INVITATION of e-BID UNDER SINGLE STAGE TWO BID SYSTEM**

**Ref. No:** Elect/232/PDG/2023/233

**Dated 14.11.2023**

**Sub.:** **TENDER NO./IFB NO. Elect/232/PDG/2023/233 Dated 14.11.2023**  
**FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF**  
**ONE NUMBER BRAND NEW 625 KVA, 415V, 50 HZ, THREE PHASE**  
**DIESEL GENERATOR SET WITH RELATED ACCESSORIES AT**  
**ASSAM GAS COMPANY LIMITED, DULIAJAN IN THE STATE OF**  
**ASSAM**

Dear Sirs,

Assam Gas Company Ltd. (AGCL) hereinafter called as Owner/AGCL, is a 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, Industrial, Commercial and Domestic consumers primarily located in upper Assam.

1.0 In connection with its operations, AGCL invites e-tenders from reputed and technically competent Manufacturer/authorized dealer/Reseller/Channel Partners for 'Supply, installation, testing and commissioning of one number brand new 625 KVA, 415 V, 50 Hz, three phase diesel generator set with related accessories at Assam Gas Company Limited, Duliajan in the state of Assam'. One complete set of Bid Document covering AGCL's IFB for procurement of above is uploaded in e-tender website, [https:// assamtenders.gov.in](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:

<b>IFB No./ Tender No.</b>	<b>Ref.No: Elect/232/PDG/2023/233</b> <b>Dated 14.11.2023</b>
<b>Type of IFB.</b>	<b>Single Stage Two Bid System</b>
<b>Tender Processing Fee*</b>	<b>Rs. 1,200.00</b>
<b>Pre- bid conference</b>	<b>27.11.2023 AT 1000 Hours IST at</b> <b>AGCL Office Duliajan.</b> <b>Meeting link for online participants</b> <b>will be shared if requested by</b> <b>bidders. Meeting request must be</b>

	sent for online participation in the following mail id agcl_pnu@agclgas.com cc: parag.das@agclgas.com
<b>Bid Closing Date &amp; Time.</b>	As indicated in E-tender portal
<b>Bid(Technical) Opening Date &amp; Time</b>	As indicated in E-tender portal
<b>Priced Bid Opening Date &amp; Time.</b>	Will be intimated to the eligible Bidders nearer the time
<b>Bid Submission Mode.</b>	Bid to be uploaded on-line in E-Procurement portal
<b>Bid Opening Place/ Bids to be addressed to.</b>	Managing Director Assam Gas Company Limited Duliajan, Dist. Dibrugarh Pin- 786602(Assam)
<b>Bid Validity.</b>	120 days from bid Closing date.
<b>Bid Security Amount*</b>	Rs.1,20,000.00
<b>Amount and Validity of Performance Security.</b>	Performance security @ 10 % (Ten percent) of total order value is applicable against this contract. Validity: 3(three) months beyond Contractual Defect Liability Period/warranty period
<b>Delivery schedule</b>	Supply & Delivery of Materials at AGCL, Duliajan with all accessories: Within 60 (Sixty) days from the date of issue of W.O. by Fax/Email etc. Installation, Testing & Commissioning etc. at site: 15 (Fifteen) days from the date of acceptance of materials by AGCL at Duliajan or formal handing over of site whichever is earlier.
<b>Contact Details from AGCL</b>	Parag Kumar Das Sr. Manager (Elect) Email: agcl_pnu@agclgas.com Mobile:9435039848

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

<b>LIST OF SECTIONS&amp; ANNEXURESAPPLICABLE</b>		
<b>Section A</b>	:	<b>Instruction to bidders &amp; General terms and conditions of order</b>
<b>Annexure A1</b>	:	<b>Bid Submission Proforma</b>
<b>Annexure A2</b>	:	<b>Price Bid Proforma</b>
<b>Annexure A3</b>	:	<b>Exceptions/deviations Proforma</b>
<b>Annexure A4</b>	:	<b>Bidders' past performance Proforma</b>
<b>Annexure A5</b>	:	<b>Authorisation for attending tender opening Proforma</b>
<b>Annexure A6</b>	:	<b>TPI Declaration Proforma</b>
<b>Annexure A7</b>	:	<b>Power of Authority Proforma</b>
<b>Section-B</b>	:	<b>Specification/ scope of work</b>
<b>Annexure B1</b>	:	<b>Technical Data Sheet</b>
<b>Section-C</b>	:	<b>Bid Evaluation &amp; Rejection Criteria</b>
<b>Annexure C1</b>	:	<b>Format of undertaking by Bidders towards submission of authentic information/documents</b>
<b>Annexure C2</b>	:	<b>Format of Authorization &amp; Backup Warranty by Manufacturers to Sole Selling Agent/Dealer/ Distributor/Supply House</b>
<b>Annexure C3</b>	:	<b>Format for certificate of annual turnover &amp; net worth</b>
<b>Annexure C4</b>	:	<b>Certificate of Compliances to financial criteria</b>
<b>Section-D</b>	:	<b>Order Acceptance Form</b>
<b>Section-E</b>	:	<b>Performance Security Proforma</b>
<b>Section-F</b>	:	<b>Restrictions on procurement from a bidder of a country sharing land border with India</b>
<b>Annexure F1</b>	:	<b>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</b>

**Exemption from payment of Tender Fee: MSE Units (Manufacturers/ Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission; or Khadi& Village Industries Board or Coir Board or National Small Industries Corporation; or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of their monetary limit, product category and capacity mentioned in their registration, subject to**

submission of valid MSE registration certificate issued by appropriate authority.

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

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

- i. Udyam Registration Number with Udyam Registration Certificate; OR
- ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission; or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar 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 **Section-F** of this tender. In this respect, the format of **Undertaking** to be submitted by the bidders is given vide **Annexure-F1** of this tender.

3.0 Prospective bidders or their authorized representative(s) may visit the installation sites for preliminary assessment of the requirement of the service preferably prior to Pre-Bid Conference at their own expenses.

4.0 A pre-Bid conference will be held at AGCL H.O. Duliajan, Dist. Dibrugarh, Assam, India on the dates as indicated in the online tender for providing clarifications to prospective bidders on Bid Rejection Criteria (BRC)/Bid Evaluation Criteria(BEC), Terms of Reference/Technical Specifications, Terms and conditions of the Tender to enable them to

understand the exact service requirement of the Company

At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference.

**5.0 Obligations of proactive disclosure:**

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

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

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

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

**7.0 AGCL now look forward to your active participation against this Tender.**

Thanking you

Sd/-

**MANAGING DIRECTOR  
ASSAM GAS COMPANY LIMITED**

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## Section-A

### INSTRUCTION TO BIDDERS & GENERAL TERMS AND CONDITIONS OF ORDER

#### **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**(including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts): 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**(including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain context): Shall mean the proposal along with supporting documents submitted by the bidder for consideration by the Purchaser.

**A.4 Purchaser/Buyer/Company:** 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 Seller with respect to the purchase order/contract for full and proper performance of its contractual obligations.

**A.10 Seller/Supplier/Contractor:** 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:** 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:** Contractor, manufacturer, supplier, distributor and/or consultant of items that are delivered or manufactured or fabricated items/equipment outside India.

**General Purchase Conditions:**

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

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

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

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

**A.17 Service:** Shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligation of the Seller covered under the purchase order/contract.

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

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

on which the goods are successfully commissioned by the Seller and accepted by the Purchaser.

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

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

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

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

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

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

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

**A.27Gross 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, Seller shall be communicated through e-mail on placement of Firm Order. The Seller 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 Seller 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 Section D for order acceptance.

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

#### **1.0 ELIGIBILITY TO BID:**

1.1 The bid should be from Original Equipment manufacturers.

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

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

#### **2.0 TRANSFERABILITY OF BID DOCUMENTS**

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

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

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

#### **3.0 TENDER PROCESSING FEE:**

3.1 For Limited tenders, no tender processing fee will be required.

**3.2** 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. AGCL will not take any responsibility for any delay/late in receipt of Tender Processing Fee.

**3.3 EXEMPTION OF TENDER FEE:** Please refer Forwarding letter against this Tender.

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

#### **4.0 COST OF BIDDING:**

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

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

#### **5.0 AMENDMENT TO BIDDING DOCUMENTS:**

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

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

#### **6.0 CONTENTS OF OFFERS:**

**6.0.1** 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 A7 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.

6.0.2 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 it's proper usage by their employee.

6.0.3 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.

6.0.4 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 Sections. It shall be complete and free from ambiguity, change or interlineations.

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

6.0.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company as per below:

**POWER OF ATTORNEY BY BIDDER FOR SUBMISSION OF BID AGAINST AGCL'S TENDER:**

Power of Attorney to be issued by the bidder in favour of the authorised employee(s) , in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) In case of Proprietorship: by Proprietor
- b) In case of Partnership: by all Partner or Managing Partner
- c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP

d) In case of Public /Private Limited Company: PoA in favour of authorized employee(s) issued by Board of Directors through Board Resolution or by a designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary/MD/CMD/CEO.

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium. Further, the PoA should be valid till award of contract/ order to successful bidder.

6.0.7 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.

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

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

- i) Firm unit Ex-Works price of the quoted items and Currency.
- ii) Firm Packing and forwarding component stating the place of despatch.
- iii) Firm Freight as required in the price schedule stating road/rail freight.
- iv) Any other Price component as applicable to the Tender.

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

### 6.3 GOODS & SERVICES TAX(GST):

6.3.1 CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling AGCL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by AGCL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

6.3.2 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
- ii. Name and Address and GST Registration Number of the Service Receiver (Address of AGCL)
- iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

6.3.3 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

6.3.4 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

6.3.5 AGCL would not accept any invoice without its GSTIN mentioned on the invoice

*Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as AGCL.*

6.3.6 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.

6.3.7 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

6.3.8 Beyond the contract period, in case AGCL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the AGCL.

6.3.9 Beyond the contract period, in case AGCL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services shall be to AGCL's account.

6.3.10 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

6.3.11 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

6.3.12 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

6.3.13 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then AGCL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by AGCL.



**6.4 In no case AGCL shall bear any additional liability for the arrangement between bidder and its suppliers/sub-vendors for complying with 'local content'.**

**6.5 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.**

**6.6 Void.**

**6.7 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.**

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

**6.8.1 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.**

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

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

**6.9 SAMPLES (When specifically called for in the tender):**

**6.9.1 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**

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

**6.9.3 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.**

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

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

**6.12 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.

**6.13 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.

**6.14 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.

**6.15 WITHDRAWL OF OFFER BY BIDDER:** The bidder, after submission of bid may withdraw their bid prior to bid closing date & time. In case the due date of submission is extended even after receipt of some bids due to some special circumstances, the bidder who has already submitted bid has right either to withdraw or revise his bids, without forfeiting the EMD. After bid closing date in case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.

**6.16 VAGUE AND INDEFINITE EXPRESSIONS:** Any vague and

indefinite expressions such as “Subject to prior sale”, “Prices ruling at the time of despatch”, “Subject to availability of materials” etc. will not be considered.

**6.17 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.

**6.18 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 the Forwarding Letter.

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

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

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

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

e) The successful Bidder's 'Bid Security' will be discharged within 30 days from the date of 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'

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

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

9.1 The successful bidder shall furnish to Company the Performance Security in the prescribed format enclosed (Section E) herewith within 15 days of receipt of the formal purchase order by the successful bidder failing which AGCL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

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

9.3 The Performance Security shall be denominated in Rupees and

shall be in any one of the following forms: (a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank only will be accepted. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller. Bank Guarantee with any condition other than those mentioned in AGCL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection. (b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Assam Gas Company Limited" and payable at Duliajan, Assam. (Note: In case of submission of Demand Draft/Cashier Cheque towards Performance Security by seller, AGCL shall encash the Demand Draft/Cashier Cheque. However, the return of Performance Security will be governed by the terms and conditions of the Bid Document / Purchase order.

9.4 The Performance Security specified above must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement. The Performance Security will be discharged by Company not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension of the Warranty period of the Purchase Order/Contract, Bank Guarantee should be extended by the Seller/Contractor by the equivalent period.

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

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

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

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

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

9.10 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or

issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.

9.11 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch 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/despatch 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 Annexure A1) e) Exceptions/Deviations Form duly filled in (Refer Annexure A3) f) Bidder's past supplies proforma duly filled in (Refer Annexure A4) g) Authorisation letter for attending Tender Opening (Refer Annexure 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 Annexure C2).

#### **11.0 SUBMISSION AND OPENING OF BIDS:**

11.1 The bid along with all Sections and copies of documents should be submitted in e-form only through AGCL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope super scribed as "Tender Number and due for opening on.....":

1.Any other document required to be submitted in original as per tender requirement.

2. If Sample is called for in the Tender.
3. Printed catalogue and Literature if called for in the NIT.

The outer cover 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 Bidders will not be permitted by System to make any changes in their bid after bid has been uploaded by bidder. Bidder may however request the administrator of particular tender through the system for returning their bids before the due date of submission for resubmission. But no such request would be entertained once due date for submission of bids has been reached.

12.2 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. Bidder or their authorized representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure A5 enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

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 Annexure 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 despatch 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 Annexure 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 Annexure A6) to AGCL alongwith the despatch/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 a 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 (Mtr.)	Width (Mtr.)	Height (Mtr.)	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 DESPATCH:**

21.1 For orders placed on FOR Destination basis, the material will be required to despatch 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 Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

22.2 In addition to the transit insurance cost, seller has to ensure that equipment and machineries are insured up till formal commissioning and handover to AGCL

#### **23.0 PAYMENT TERMS:**

23.1 80% of the total equipment value (diesel generator set with related accessories) along with 100% of third party inspection (TPI) charge shall be released after delivery and acceptance of the total package at Duliajan within 30 days from the date of submission of defect-free invoice in triplicate.

23.2 20% of the total equipment value (diesel generator set with related accessories) shall be released after successful installation/commissioning of the package or 1 (one) month from the date of receipt of equipment (complete package) at site whichever is earlier.

23.3 100 % of Installation, Testing & Commissioning charges will be released within 30 (Thirty) days after successful commissioning and handing over of the diesel generator set with related accessories to AGCL. Part installation/commissioning of the package and payment thereof shall not be accepted/allowed.

23.4 The Company shall make endeavor to make payment within 30 days from the date of receipt of bill by Company.

23.5 Deviation in the payment terms will not be entertained and may lead to rejection of the offer.

23.7 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:**

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 despatch/shipment.
For Capital Items	18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is earlier.
For other items	18 months from the date of despatch/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. 30.2 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 31.1 and which renders performance of the contract by the said party completely impossible.

### **32.0 DEFAULT:**

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

### **33.0 TERMINATION:**

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

33.2 Termination of contract for death: If the CONTRACTOR/SUPPLIER is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR//SUPPLIER is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners

are capable of carrying out and completing Contract/Order, the COMPANY is entitled to cancel the Contract/Order for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR/SUPPLIER and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

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

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

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

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

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

of the contract.

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

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

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

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

**34.0** 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.

**35.0 APPLICABLE LAW:** The contract/ order arising out of this tender shall be interpreted in accordance with and governed by the laws of India and Dibrugarh Courts in the State of Assam shall have exclusive jurisdiction.

#### **36.0 ARBITRATION:**

**36.1** 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.

**36.2** 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.

**37.0 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:

**37.1** 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.

**37.2** Offers with inadequate validity will be rejected.

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

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

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

**37.6** Any offer containing incorrect statement will be rejected.

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

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

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

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



rejection:

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

#### **38.0 BID EVALUATION CRITERIA:**

38.1 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.

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

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

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

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

38.6 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.

38.7 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.

**39.0 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.

#### **40.0 COMPARISON OF OFFERS:**

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

**40.2 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.**

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

**41.1 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.)**

**41.2 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.**

**41.3 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.**

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

**41.5 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.**

**42. 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.**

**43.0 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.**

**44.0 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.

**45.0 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.

**#####**

**Annexure 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 .**

**###**

**Annexure A2**

**Price Schedule Proforma**

SI No	Item Description	Quantity (A)	Unit	HSN/ SAC	Unit Rate (In Rs) (B)	GST (In Rs) (C)	Total Amount (In Rs) D=A X(B+C)
1	Supply of one number 625 KVA, 415V, 50 Hz diesel generator set with related accessories including power cable laying to existing changeover panels, earthing, supply of spares etc. as per technical specifications mentioned in Section-B Ex Duliajan	01	No				
2	Third Party Inspection charge	01	Job				
3	Installation, Testing and Commissioning charge of diesel generator set with related accessories AGCL, Duliajan	01	Job				
TOTAL (In figure)							
TOTAL (In words):							

#####

**Annexure A3**

**PROFORMA :EXCEPTION / DEVIATION**

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

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

**Or**

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

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

**Signature of the Bidder**

**Name :**

**Seal of the company**

**#####**

**Annexure A4**

**PROFORMA IF BIDDER'S PAST SUPPLIES**

<b>SL. NO</b>	<b>ADDRESS OF CLIENT ,NAME</b>	<b>ORDER NO. &amp; DATE</b>	<b>DESCRIPTION DETAILS</b>	<b>TOTAL QUANTITY SUPPLIED SUCCESSFULLY</b>

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

**Signature of the Bidder**

\_\_\_\_\_  
**Name**\_\_\_\_\_

\_\_\_\_\_  
**Seal of the Company**

**#####**

**Annexure A5**

**PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER  
OPENING**

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

Dear Sir,

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

Yours faithfully

Signature of Bidder

Name:

Designation :

For & on behalf of :

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

#####



**Annexure 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 despatch.**

**Materials :**

**Quantity Passed :**

**Certificate No. Issued by us:**

**Date. ....**

**Seal Signature of Third Party Inspector**

**Name:**

**Designation :**

**For & on behalf of**

**#####**

**Annexure A7**  
**PROFORMA OF LETTER OF AUTHORITY**

**To**

**Assam Gas Company Limited  
PO : Duliajan-786602  
District: Dibrugarh(Assam)**

**Dear Sir,**

**SUB: Tender No. ----- for-----**

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

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

**Authorised Person's Signature: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Yours faithfully,**

**Signature: \_\_\_\_\_**

**Name & Designation \_\_\_\_\_**

**On behalf of \_\_\_\_\_**

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

\*\*\*\*\*

## **SECTION-B**

### **TECHNICAL SPECIFICATION AND SCHEDULE OF REQUIREMENTS**

#### **1.0 SCOPE**

1.1 The scope of work includes Supply, Installation, Testing and Commissioning of one number brand new 625 KVA, 50 Hz, 415V Diesel Generator set (DG) with related accessories at Industrial Area, Assam Gas Company Limited with installation and commissioning, field testing and reliability run.

1.2 The DG set of rating and output specified herein shall be all new and be housed inside weather-proof acoustic enclosure fit for outdoor installation. It shall be mounted on a common base frame as per the recommendations of the engine manufacturer. The base frame shall be mounted with anti-vibration mounts/ friction pads. The anti-vibration level of the generator set shall be well within permissible limit fixed by the competent authority. The base frame shall be of fabricated MS channel frame of rigid welded construction for mounting the generator set. Also, it shall be complete with all accessories including control panel (inside the acoustic enclosure), safety devices etc.

1.3 Rating and output of Generator Set: 625 kVA (500 kWe), 415 Volts, 3 phase, 0.8 pf (lag), 50Hertz, prime duty as per ISO8528 standard with 10% overload capacity.

1.4 All civil related works such as construction of generator foundation, underground cable trench etc. shall be carried out by AGCL. However, successful bidder is required to submit the design of generator foundation, cable trench as required within 10 days of award of work order.

1.5 The generator shall be capable of delivering continuously/ prime duty at the generator terminals a net output not less than 625 KVA (500 KWe at 0.8 power factor) when operating under the site and ambient parameters and conditions. The design parameters of the generator and the excitation system shall be so chosen that the set is stable while running at any load between no load and full load and also during starting of motors loads.

1.6 The generating set shall meet the CPCB-II/IV+ norms as per Government of India notifications for Genset run on dedicated High Speed Diesel (HSD).

1.7 The engine should have user friendly engine control display with metering, monitoring, diagnosing and protecting features all integrated with the controller of the engine.

1.8 Engine and alternator shall bear Name Plate revealing in it details of ratings published by the OEM of the engine and alternator.

#### **2.0 GENERAL REQUIREMENTS**

2.1 The generator set shall be sturdy, rugged, proven and extremely reliable and durable.

2.2 Electrical loads shall be utilities, motors and UPS.

2.3 The components of the complete generator set shall be of such design so as to satisfactorily function under all conditions of operation.

2.4 The entire work of manufacture/fabrication, assembly and installation shall conform to sound engineering practice. The entire installation shall be such as to cause minimum transmission of noise and vibration to the site.

2.5 All equipment and materials to be used in work shall be manufactured in factories of good repute having excellent track record of quality manufacturing, performance and proper after sales service.

2.6 Bidder shall provide all related components and auxiliaries of generating set as part of the package.

2.7 Bidder shall furnish all relevant data of complete package as per ANNEXURE-B1 (Data Sheet).

### **3.0 CODES & STANDARDS**

All equipment in the offer shall conform to the following, but not limited to them, latest edition of relevant codes & standards.

3.1 ISO 3046/1 or equivalent Indian/ International Standard: Specification for reciprocating internal combustion engines.

3.2 ISO 8528 or equivalent Indian Standard: Rotating electrical machine.

3.3 IS: 10000(Part-iv) (or) (ISO: 3046) (Latest edition): Declaration of power, efficiency, fuel and lube oil consumption for diesel engine.

3.4 IS: 10002: Specification for performance requirement for constant Speed Engines (above 20 kW).

3.5 IS: 12065 Noise limit.

3.6 IS: 13364 Specification of Alternator coupled with IC Engines

3.7 IS: 12075 Vibration

3.8 IS: 4691 Enclosure Protection

3.9 IS: 6362 Cooling

3.10 IS: 2253 Mounting

3.11 In case of bidder's inability to use the mentioned codes and standards, the bidder/manufacturer shall indicate his proposed codes and standards defining in detail for using the same. AGCL may review the bidder's proposed codes and standards for approval of the same.

### **4.0 SITE CONDITION**

The ambient condition of the generator sets shall be:

Maximum Ambient Temperature : 40°C

Minimum Ambient Temperature	: 05°C
Maximum Humidity at 21°C	: 100 %
Maximum Humidity at 35°C	: 95 %
Maximum Humidity at 41°C	: 70 %
Maximum Altitude above sea level	:150 Meter

## **5.0 DIESEL ENGINE FEATURES, COMPONENTS AND ACCESSORIES:**

The specifications given hereunder are general in nature and shall be subject to the standard practice of the engine manufacturer. Bidder/ manufacturer shall be responsible for providing diesel engine driven generating set as per standard practice with the specified technical requirements suitable for Prime Rated Power (PRP) Operation.

**5.1 DIESEL ENGINE-** The diesel engine shall be 4 stroke, suitable HP (continuous moving/ prime duty) single action with multi cylinders conforming to BS:5514. The engine shall be coupled to a 625 KVA alternator and delivering the rated output.

5.1.1 The engine shall be turbo charged after cooled with radiator for cooling and electrical starting arrangement with battery to start the engine.

5.1.2 The direction of engine rotation shall be clearly marked on the set.

5.1.3 The engine shall be of radiator water cooled, high tensile strength steel forged crank shaft, induction hardened bearings, alloy cast iron removable wet liner cylinder block, corrosion resistant cylinder heads with supply and return lines and valves, crank shaft actuated injectors with integral flywheel, ball type governor for fuel system, forced feed gear type pump for lubrication, aluminium alloy ring carrier piston with provision for thermal expansion, exhaust gas driven turbocharger for fuel economy and low smoke and noise, heat and corrosion resistant intake and exhaust valves etc.

**5.2 STARTING SYSTEM:** Electrical start complete with batteries. The engine starting system shall include 12 volt/ 24 volt DC starting motor(s), starter relay, and automatic reset circuit breaker to protect against butt engagement. Batteries shall be maintenance free, lead acid type/ gel based, mounted near the starting motor. Corrosion resistant or coated steel battery rack shall be provided. Required cables shall be furnished and sized to satisfy circuit requirements. Necessary Battery Box to be provided made of electrically insulating material.

**5.3 CHARGING SYSTEM:** Suitable independent standard battery charging system (compatible with the battery type) as per OEM design for charging of batteries as used in above starting of the engine shall be provided. While running it has to charge from the engine and during idling the battery to be charged from the panel/ mains.

**5.4 LUBRICATION SYSTEM:** Forced feed pressure lubrication system with lubrication oil filters with replaceable elements as per manufacturer standard. Oil pump for lubricating oil, oil coolers, priming of engine bearing

as per manufacturer recommendations. Lube oil system shall consist of an in-built sump provided in the engine. The sump shall have adequate capacity to continue operation of minimum 500 Hrs. without Lube oil Change.

5.4.1 A pressure regulator shall be mounted on the lube oil pump to control lube oil pressure. Filters and screens shall be provided in the LO system to remove foreign particles from circulation and prevent damage to bearing or mating surface. The LO system shall include LO pressure sensing device which shall cut off fuel supply to the engine as soon as the pressure falls below a preset value and shall have audio visual alarms. LO system shall be provided with pressure gauges and temperature gauges at inlet and outlet of LO Cooler.

**5.5 FUEL OIL SYSTEM:** The fuel oil system shall comprise of fuel tank of minimum 750 litres capacity, filters, pipes, valves etc. The fuel oil tank shall be manufactured from MS sheet of standard thickness (14 SWG) with adequate stiffeners.

5.5.1 The fuel tank shall be provided with inlet, outlet, excess fuel return, overflow, air vent and drain connections, oil level gauge etc.

5.5.2 Fuel tank shall have inlet and outlet pipe connections with inlet and outlet ball valves, filling cap, drain plug, level indication, level sensor and floor mounting pedestal. One more additional inlet should be provided with suitable filter/ strainer. The fuel tank shall have sufficient clearance for operating valves and maintenance. 50mm space clearance shall be left at top of the tank for oil expansion and contraction. Tank shall be painted with matching colour of the engine. The fuel tank shall be graduated and calibrated to the capacity of 750 litres along the transparent level indicating glass/ polythene tube. Minimum of 40 graduations shall be done by clearly marking the level.

**5.6 IGNITION SYSTEM:** The ignition system shall as per Manufacturer's standard design.

**5.7 GOVERNOR:** The governor shall be electronic type with adjustable droop mechanism and shall be compatible with the ignition system specified in clause no. 5.6 above and capable of isochronous frequency regulation from no load to full rated load. It shall control engine speed and transient load response to meet ISO 8528 G2/G3 performances and tolerances. It shall be selected, installed, and tested by the engine manufacturer.

5.7.1 An overspeed trip mechanism shall be provided to automatically shut off the fuel and to stop the engine in case the set speed reaches about 110% of the rated speed with audio-visual fault alarm indication.

**5.8 ENGINE EXHAUST SYSTEM:** The exhaust from the engine manifold shall be connected to the turbo charger through a flexible joint. Outlet from the turbocharger shall be connected to a residential silencer through another set of expansion joints. The exhaust pipe (with suitable supporting structure) inside the DG plant shall be thermally insulated by means of lagging with 50

mm thick glass wool, covered with chicken mesh and cladding with 24 gauge aluminium sheet.

5.8.1 The intake air shall always be routed through a dry filter by an air intake fan mounted suitably and the filter shall be mounted on engine. The turbo charger shall consist of a turbine wheel and a centrifugal compressor, separately encased but mounted on and rotating with a common shaft. The power to drive the turbine wheel shall be obtained from energy of engine exhaust gases. The charger shall be lubricated and cooled by engine lubricating oil. The diesel genset shall be in compliance with CPCB-II/IV+ Emission standard norms.

5.8.2 The constituents of the exhaust gases should be well within permissible limit as per latest CPCB-II/IV+ norms.

5.8.3 Exhaust system with smooth bends to create minimum back pressure, with suitable residential grade silencer (at optimum location) to reduce the noise level upto 75 dB and inbuilt Spark Arrestor. The silencer shall have an end inlet and end outlet with its horizontal tail end with 45 degree downward cut to avoid rain water entry or with rain cap vertical end. The exhaust flexible shall have its free length when it is installed. Exhaust piping shall be of MS pipe (Schedule B) conforming to relevant IS. The runs forming part of the factory assembly on the engine flexible connections upto the exhaust silencer shall be exclusive of exhaust piping item. Mattress/mineral wool/Rockwool, density not less than 120kg/sq. meter and adequate thick aluminium shall be used for cladding work. Load or stress shall be prevented on the turbocharger by providing extra pipe/support if necessary. (extra pipe should be provided for any necessary exhaust modification work)

**5.9 NOISE AND EMISSION COMPLIANCE:** Test certificates towards compliance of noise and emission norms as per CPCB-II/ IV+ guidelines for diesel engine and generator set shall be furnished along with the technical bid. **The bid will liable to be rejected in the event of non-submission of the CPCB-II/IV+ compliance certificates.**

**5.10 COOLING SYSTEM:** The cooling water system shall be of radiator cooling type and shall be designed for ambient temperature of 40 Deg C. It shall have closed coupled radiator. The radiator shall be mounted along with DG set over the common base frame.

5.10.1 This system shall be provided with temperature switch so that when the temperature of jacket water goes above the permissible limit, the engine shall stop and give an audio-visual alarm.

**5.11 ACCESSORIES:** The engine shall be fitted with the following accessories subjected to the design of the manufacturer:

5.11.1 Engine over speed protection.

5.11.2 Vibration dampers.

5.11.3 Non sparking guard for coupling

5.11.4 Dynamically balanced Flywheel

- 5.11.5 Necessary flexible coupling and guard for alternator and engine
- 5.11.6 Rain Cap for vertical Exhaust Emission

**5.12 INSTRUMENTATION & CONTROLS:** Engine shall be provided with the following instruments and controls for the efficient operation and safety. It shall be simple and easy to operate and maintain. **All controls shall operate in fail- safe mode.**

- 5.12.1 Start/ Stop Switch
- 5.12.2 Battery Charging Indication with ammeter
- 5.12.3 Lube oil pressure indication, alarm and shut down
- 5.12.4 Low lube oil trip indication
- 5.12.5 Water temperature indication
- 5.12.6 High water temperature indication, alarm and shut down
- 5.12.7 RPM indication
- 5.12.8 Over-speed indication, alarm and shut down
- 5.12.9 Engine running hours indication
- 5.12.10 Engine Fail System: Engine Stop function shall be possible by two independent devices: (a) Automatic cutting off the fuel supply and (b) or as per manufacturer's standard.

**5.13 AIR INTAKE SYSTEM:** Shall include dry type paper filters element, silencer and vacuum indicator for servicing air cleaner as per manufacturer standard. Maximum air intake restrictions with clean and choked filters shall be within prescribed limit of the OEM/ manufacturer recommendation for the particular model of the engine. Air cleaners shall be either medium or heavy as per manufacturer standard for gen set application.

## **6.0 TECHNICAL SPECIFICATIONS OF ALTERNATOR AND GENERATOR CONTROL PANEL**

### **6.1 SCOPE**

6.1.1 One number 625 KVA, 415V, 50 Hz Alternators coupled with the Diesel Engine.

6.1.2 Generator Local Control Panel.

6.1.3 Busbar arrangement for evacuation of power from the DG. Provision for terminating 4 run 3.5C, 300 sqmm Aluminium armoured cable

6.1.3 Facilities for power supply to the DG auxiliaries including motor starter etc. as required from the mains.

6.1.4 Power supply cables, electrical control cable and instrumentation cables as required for the project shall be supplied by the vendor. Provision should be there to terminate four run 3.5C X 300 sqmm armoured aluminium cable for power evacuation to AGCL Changeover panels.

Accordingly, tentative cable to be supplied:



6.1.4.1 Power cable to bring generator output to changeover panel: Total 120 meters with ring lug, metal gland as required.

6.1.4.2 Power cables to feed DG auxiliaries from electrical DB: as required for the project.

6.1.4.3 Other control cables and instrumentation cables: as required for the project.

6.1.5 Motor starter, power feeder as required for the DG Auxiliaries to be connected from existing AGCL DB as required for the project.

6.1.6 DG Unit shall be self-sufficient for independent black start operation.

6.1.7 Termination & glanding of all power and control cables in Alternator, Generator Control Panel and auxiliary motors shall be carried out by bidder. Bidder shall also carry out termination of power cables in Electrical changeover panel.

## **6.2 SPECIFICATION OF ALTERNATOR**

6.2.1 Make of the Alternator shall be within the following: KIRLOSKAR/STAMFORD/ CROMPTONGREAVES/ CATERPILLAR/ GENERAL ELECTRIC, USA/ LEROY SOMER

6.2.2 Rated Output: 625 KVA, 0.8 power factor at Specified ambient conditions for utility and motor loads

6.2.3 Rated Voltage: 415 Volts  $\pm$  1%

6.2.4 Armature Winding: 3 Phase, 4 wire type

6.2.5 Rated Frequency: 50 Hz  $\pm$  1%

6.2.6 Power factor: 0.8 lagging

6.2.7 Class of insulation: Class F/H

6.2.8 RPM: As per engine rated speed

6.2.9 Phase sequence: UVW - phase sequence and direction of rotation shall be clearly marked on the alternator.

6.2.10 Duty/load: Continuous duty rated Alternator.

6.2.11 Winding Connection: Y connected. Separate neutral terminal required

6.2.12 Ambient : Min: 5 °C Max: 40 °C, RH 95% max

6.2.13 Alternators Enclosure Protection : IP 23

6.2.14 Alternators Terminal Box Protection : IP 54

6.2.15 Excitation system: Brush less, self-excited, self-regulated with solid state AVR. Voltage characteristics- VG3 as per Table-1, IS-13364 (Part-2)

6.2.16 Mounting: Foot mounted on Gen set skid that should be mounted on anti- vibration pad.

6.2.17 Permissible voltage variation: As per Table-1, IS-13364 (Part-2)

6.2.18 Permissible frequency variation: As per IS-13364(P-2)

6.2.19 Frame size: Bidder to confirm

6.2.20 Waveform deviation: As per IS-13364 (Part-2)

6.2.21 Unbalanced current: As per IS-13364 (Part-2)

6.2.22 Short circuit current: As per IS-13364 (Part-2)

6.2.23 Cooling: Air cooled by integral fan

6.2.24 The brush less alternator shall have exciter and rotating rectifier-bridge mounted on shaft complete with diodes and surge suppressor, main field windings and stator windings. PIV of exciter diodes must be 800 Volts

or 8 times the maximum exciter armature operating voltage, whichever is higher. At nominal speed the excitation system must produce sufficient residual voltage in order to ensure self-excitation.

6.2.25 All windings shall be made from electrolytic grade copper of high purity.

6.2.26 Voltage swing (Transient response): As per IS-13364 (Part-2).

6.2.27 The alternator shall be capable of sustaining a 10 % over load for one hour in any 12 hours operation.

6.2.28 Total voltage harmonic distortion shall be less than 3% between phases at no load.

6.2.29 The alternator shall be capable of withstanding 1.2 times the rated speed for two minutes without any damage.

6.2.30 Alternator stator winding terminals are to be connected to 4 nos. of suitably rated tinned copper terminals, supported on SMC/GRP supports inside the alternator terminal box.

6.2.31 The alternator terminal box shall be of suitable size and shall be suitable for terminating power cables of alternator.

6.2.32 Two nos. of earth points are to be provided on both sides of the alternator.

6.2.33 Lifting hooks are to be provided for lifting the alternator.

6.2.34 AVR shall be suitable for motor loads, VG3 regulation.

6.2.35 Alternator windings and AVR shall be suitable for humid atmosphere as per ambient conditions mentioned in the enquiry.

6.2.36 Bidder to mention the following information in offer:

6.2.36.1 Unbalanced current carrying capacity

6.2.36.2 Efficiency of the alternator at 25 %, 50 %, 75 % and 100 % load.

6.2.36.3 Power factor of the alternator at 25 %, 50 %, 75 % and 100 % load.

6.2.36.4 Dimensional drawings.

6.2.37 Alternator frame and enclosure shall be made from MS or Cast steel.

6.2.38 The permissible vibration of the alternator shall be as per IS-12075.

6.2.39 The alternator shall conform to the following standards: Latest publications of all IS Standards shall be referred.

IS: 12065 Noise limit

IS: 12075 Vibration

IS: 4691 Enclosure Protection

IS: 6362 Cooling

IS: 2253 Mounting

IS: 13364 Specification of Alternator coupled with IC Engines

### **6.3.0 GENERATOR CONTROL PANEL**

6.3.1 Generator Control Panel shall be incorporated & installed inside the genset house (acoustic enclosure) with switches/relays, metering, controls as required for running/testing of DG unit. It shall be provided with 1000A, 4P microprocessor based MCCB/ACB.

6.3.2 Design of Genset Control Panel shall be compatible for running the generator with Generator Neutral solidly grounded.

6.3.3 Generator Local Control Panel shall be sheet steel clad, self-supporting, floor mounting, cubicle type, dust and vermin proof generating set control panel made of 1.6 mm thick MS CRCA sheet and built upon rigid

framework of channels, beams as required, having front and rear hinged doors with danger plate fitted on both sides, lifting lugs on top, ventilation louvers on both sides, bottom detachable gland plates, double earthing studs on two sides, complete with suitably sized zinc passivated hardware with heavy plain and spring washers. A continuous Aluminium earthing bus of appropriate size shall be provided throughout the length of the panel and shall have terminal lugs at each side for connecting to the station grounding bus. Space heaters of adequate capacity shall be provided to prevent moisture condensation and shall be provided with a thermostat and ON/ OFF switch. Panel shall be provided with door operated incandescent lamps. It shall also be provided with a switch socket of 6/16A rating.

6.3.4 The panel doors shall have neoprene rubber gasket.

6.3.5 The panel enclosure shall be as per IP54 except for the open part of cooling louvers at bottom and top of the panel sides. Suitable wire mesh shall be provided on the inner side of the louvers to prevent entry of insects.

6.3.6 The metal surface of the panel shall be given minimum nine tanks anti corrosion treatment and then powder coated in RAL7032 (Siemens Grey) colour (Min. 50-micron thick paint).

6.3.7 The frame shall be able to withstand the stress and vibration during transportation and operation.

6.3.8 All cable entry shall be from bottom side. Removable gland plates shall be provided for all cables. Height of electrical panel from skid/ floor shall be sufficient for entry of the electrical cable with proper bending radius.

6.3.9 Genset shall be supplied in ready to use condition, complete with all interconnections like connection between generator terminals to generator breaker etc.

6.3.10 The detail description of the components of the electrical control panel is as described below:

#### **6.3.10.1 GENERATOR CONTROL SECTION:**

The power supply for this section shall be tapped from the generator terminal through a suitably rated control transformer. This section shall have:

##### **6.3.10.1.1 Meters:**

- a) 1 No. Three phase Digital Voltmeter with selector switch, Size- 96 X 96 mm<sup>2</sup>, Class of accuracy 1.0, 0 - 500 V, Auxiliary power supply -230VAC (Make: AE/ Conzerv/ L&T).
- b) 1 No. Three phase Digital ammeter with selector switch, Size- 96 X 96mm<sup>2</sup>, 0-1000 Amps, C.T. operated, Auxiliary power supply 230V AC, class of accuracy -1.0 (Make: AEI/ Conzerv/ L&T)
- c) 1 No Digital Multifunctional Meter to indicate the following:  
Ammeter

**Voltmeter**  
**Frequency Meter**  
**Power Factor Meter**  
**KW Meter**  
**KWH Meter**  
**KVA Meter**  
**KVAR Meter**  
**Harmonics (Current and Voltage THD)**  
**30 min or 15 min Maximum Demand Meter**  
**Maximum Demand Meter**  
**Units shall have simultaneous three phase display**  
**Units shall have 3 line X 5 Digit display**  
**All measured quantities can be displayed using scroll function**

- d) 1 No. Digital frequency meter, scaled 0-100 Hz, suitable for 240 V AC operation, (Make: AEI/ Conzerv/ L&T)**
- e) 1 No 0.5 lag-1-0.5 lead digital flush meter**
- f) Suitably rated CTs, CT ratio 1000/5, class I for ammeter, kW meter and PF meter (Make: Kappa / Conzerv/ L&T.)**
- g) All meters shall be mounted at the front door of the panel.**

However, if a single digital controller displays all the parameters as mentioned above, the same will be accepted.

**6.3.10.1.2 Indications: Following are to be provided:**

- a. "Engine running"**
- b. Power supply "ON" for R, Y & B phases**
- c. Engine fault**
- d. Set on load**
- e. All indication lamps shall be of LED type (Make: Binay/ Technic/ L&T) and shall be mounted in front of the panel.**
- f. A separate annunciator window (multi-window) with audible alarm for showing the following:**
  - i. Lub oil low pressure**
  - ii. Engine overspeed**
  - iii. High water temperature**
  - iv. Control source failure**
  - v. Fuel level low**
  - vi. Engine starting failure**
  - vii. Battery charge low**
  - viii. Earth leakage trip**
- g. Push buttons for acknowledging/ resetting alarms, checking healthiness of trip circuits etc. shall also be provided.**

**6.3.10.1.3 Fuses: All meters, indication lamps shall be protected by adequate nos. of HRC instrument fuses / MCBs of suitable rating.**

#### **6.3.10.1.4 Busbar Details:**

**i) Material: Aluminium**

**ii) Rating: 1200A**

**iii) Busbar Short Circuit Capacity: 50kA for 1sec**

**iv) The busbar shall be covered with insulation sleeve and colour coded. The insulating supports shall be strategically fixed.**

**v) Sufficient clearance shall be maintained in the bus chamber between individual buses and between the bus and side walls as per standards.**

**vi) The clearance and creepage shall not be the lesser than values specified below:**

**Phase to phase: 26mm**

**Phase to earth: 19mm**

**Phase to neutral: 19mm**

**Neutral to earth: 19mm**

**Minimum creepage distance: 28mm**

**Rated insulation voltage: 660V**

**6.3.10.1.5 Protection: Generator incomer shall have a suitable 'Generator protection' Minimum electrical protection requirement for the alternator:**

**i) Earth / Ground fault (both 51G and 50G)**

**ii) Overcurrent protection (both 51 and 50)**

**iii) Negative phase sequence**

**iv) Reverse Power Protection**

**v) Overvoltage**

**vi) Under and over frequency**

**vii) Earth-leakage protection either through in-built earth leakage module or through separate CBCT & ELR. EL current Range: 0-3A, adjustable in preferred steps of 50/100mA.**

**viii) The relay/ controller must have indication for trip indication, test push button and reset push button.**

#### **6.3.10.1.6 MCCB/ ACB**

##### **A. Specification for MCCB**

**i) Rating: 1000A, 4 Pole, 50 kA for 1 sec. MCCB must confirm to IS/IEC: 60947.**

**ii) MCCB shall be provided with all related auxiliaries such as extended rotary handle, spreader etc. and should be of the same make.**

**iii) Interlocking to prevent the compartment door being opened unless the MCCB is in the open position. However, mechanism should be there to defeat the interlocking if required.**

**iv) MCCB shall be provided with a tripping device with inverse time characteristic for over load protection and instantaneous characteristics for short circuit protection and all MCCB shall preferably have adjustable settings as per specifications mentioned below conforming to IEC 60947-2**

**Microprocessor release with O/L, E/F, S/C (LSING) Protection**

**Ics=100% Icu=Icw for 1 sec at 415V**  
**Adjustable overload setting: Minimum 40~100% In**  
**Adjustable short circuit setting: Minimum 2~10 Ir**  
**Inbuilt ground fault protection: Minimum 20~100% of In**  
**Adjustable neutral overload: Minimum 50~100 % of Ir**

v) 'ON' and 'OFF' position of the operating handle of MCCB shall be displayed and the operating handle shall be mounted on the door of the compartment housing MCCB.

vi) MCCB tripping characteristics curves shall be submitted along with offer and MCCB shall be type tested (bidder shall submit the type tested reports/ certificates along with offer).

## **B. Specification for ACB.**

### **i) Technical specifications of ACB**

**Microprocessor release with O/L, E/F, S/C (LSING) Protection with in-built display and communication module.**

**Ics=100%Icu=Icw=50kA for 1 second at 415V**

**Adjustable overload setting: Minimum 40~100% In**

**Adjustable short circuit setting: Minimum 2~10 Ir**

**Inbuilt ground fault protection: Minimum 20~100% of In**

**Adjustable neutral overload: Minimum 50~100 % of Ir**

**Trip coil: Closing coil, Shunt trip coil, Motor coil, Under voltage (415V) coil**

**Ready to close mechanism should be inbuilt in the breaker**

### **ii) The breaker shall have three positions as follows**

**Service: Main power contacts and control contacts connected.**

**Test: Main power contacts disconnected and control contacts connected.**

**Isolated: Both main contacts and control contacts fully disconnected.**

### **iii) Operating Mechanism**

**Electric power operating mechanism shall be motor wound spring charged stored energy type. However, manual-operating mechanism may be of the spring charging stored energy type or spring assisted type. For circuit breakers with electrical power operating mechanism, provision shall also be made for manual spring charging. Closing time of circuit breakers with manual operating mechanism shall be independent of the speed of the operating handle.**

**iv) All stored energy operating mechanisms shall be equipped with the following features:**

**a. Failure of springs, vibrations or shocks shall not cause unintended operation of breaker or prevent intended tripping operation.**

b. Closing of circuit breakers shall be prevented unless the spring is fully charged.

v) The earth connection must remain connected in "Test" position; Earthing of the unit shall be done with a "pin" or with scrapping earth connections. The earth connection shall make before the main power / control contacts make and break after the power /control contacts are disconnected. Earthing connection through a plug and socket connection shall not be acceptable

#### **6.3.10.1.7 Current Transformer**

i) Current transformers shall generally conform to IS: 2705 and any special requirement with respect to numerical relay shall be taken care of by the manufacturer. Current transformers shall be cast resin insulated. Primary and secondary terminals shall be marked distinctly.

ii) Current transformers for instruments shall have an accuracy class 1.0 and accuracy limit factor less than 5.0.

#### **6.3.10.2 ENGINE CONTROL SECTION:**

6.3.10.2.1 This section shall have:

- a) Digital RPM meter - 1 No.
- b) Engine alarm and trip condition monitoring
- c) Engine start/stop controls
- d) Battery charger circuit
- e) Emergency stop switch (mushroom head type)

However, if the RPM of the engine is displayed in a digital controller as mentioned above, the same will be accepted.

6.3.10.2.2 The following engine conditions shall give alarm indication:

- a) Low lube oil pressure (at low set point)
- b) High water temp. (at low set point)
- c) Engine over speed (at low set point)
- d) Low battery voltage

6.3.10.2.3 In addition, engine shall be stopped with the help of heavy-duty 24V D.C. fuel solenoid on following trip conditions.

- a) Low lube oil pressure
- b) High water temp.
- c) Engine over speed
- d) High Vibration

6.3.10.2.4 Push buttons shall be provided for:

- a) Accept fault
- b) Reset alarm

- c) Engine start/ stop
- d) Lamp test

6.3.10.2.5 Indication of each of the trips shall be provided in the front multi-annunciator window of the Engine control section. Suitable relay/ timer arrangement shall be provided wherever required.

6.3.10.2.6 Hooter/alarm to indicate Engine trip on fault.

6.3.10.2.7 All indication/metering/controls shall be mounted in front of the panel.

### **6.3.10.3 MOTOR STARTER SECTION**

6.3.10.3.1 The power supply to this section shall be brought from the AGCL DB (downstream of Generator Breaker). Suitably rated MCCB shall be provided as incomer for the section.

6.3.10.3.2 Starters for all auxiliary motors shall be incorporated within this control panel only.

6.3.10.3.3 Starter of induction motors up to 20 HP rating shall be MPCB.

6.3.10.3.4 Each auxiliary motor shall have its own suitably rated MPCB and overload protection.

6.3.10.3.5 Any motor greater than or equal to 2kW shall be provided with earth leakage protection as per Regulation 42 of CEAR-2010.

6.3.10.3.6 Indication lamp to indicate ON/OFF status of each motor shall be provided.

6.3.10.3.7 Each motor starter shall have an Auto / Manual Selector switch.

6.3.10.3.8 All the auxiliary motors shall be installed inside the respective GEG Package/Enclosure.

### **6.4 PAINTING**

All sheet metal work shall undergo a process of Degreasing, Pickling in acid, cold rinsing, Phosphating & Passivating (Minimum 9 Tank Hot Chemical Pretreatment Process). Two primer coats of Epoxy based primer suitable for corrosive (seashore) atmosphere. Two finish coats of painting of RAL7032 (Siemens Grey) colour shade. The interior of panel shall have eggshell white paint. OEM shall have all the required facility to carry out these tasks in-house. Documentary evidence of availability of Nine Tank Chemical Treatment Plant, Powder Coating Facilities and Stoving Oven shall be submitted along with the techno-commercial bid.

### **6.5 DOCUMENTS**



**6.5.1** The successful bidder shall obtain approval for the following drawings / documents prior to manufacturing of generator control panel within 10 days of placement of order.

**6.5.1.1** GA drawing

**6.5.1.2** Documentary evidence from the manufacturer of generator confirming that the alternator to be supplied shall meet all specifications as mentioned in the order. Technical catalogue of the generator.

**6.5.1.3** Detailed power & control wiring diagram, detail enclosure drawings for generator control panel, earthing scheme.

**6.5.1.4** Layout plan of the unit showing all parts, cable routes.

**6.5.1.5** Details of power cables, control cable and their routes.

**6.5.1.6** Bill of materials.

**6.5.2** Minimum Two sets of following as built drawings/documents shall be submitted in bound form:

**6.5.2.1** GA drawing

**6.5.2.2** Detailed power & control wiring diagram, detailed enclosure drawings for generator control panel, earthing scheme.

**6.5.2.3** Scheme, layout plan of the unit showing all parts.

**6.5.2.4** Details of power cables, control cable and their routes.

**6.5.2.5** Bill of materials of all components.

**6.5.2.6** Technical literature of alternator.

**6.5.2.7** O&M manual for Alternator and main components of control panel.

**6.5.2.8** Catalogues of various components.

**6.5.2.9** All test certificates for tests done at manufacturer's works for alternator, control panel and complete unit.

**6.5.2.10** Tests done during commissioning.

**6.5.2.11** Guarantee certificate for alternator and control panel.

**6.5.2.12** List of recommended spares with cat nos./part nos. & description for two years O&M.

**6.6** Inspection And Testing For Alternator And Generator Control Panel, As Applicable:

All the routine tests as per IS and load tests of the alternator and the control panel shall be witnessed by AGCL's Engineer at respective manufacturer's works.

**6.6.1** The routine test of the alternator shall include the following minimum tests/ measurements:

**6.6.1.1** Measurement of winding resistances for generator armature, field, exciter armature and exciter field.

**6.6.1.2** Measurement of insulation resistance (before and after HV tests) for generator armature and field, exciter armature and field

**6.6.1.3** High voltage (HV) test

**6.6.1.4** Phase sequence test

**6.6.1.5** Voltage regulation test

**6.6.1.6** Vibration measurement

**6.6.1.7** Measurement of noise level

**6.6.1.8** Overload test

**6.6.1.9** Measurement of open circuit and short circuit characteristics.

6.6.2 All the routine tests and load tests of the generator control panel, shall be witnessed by AGCL engineers at manufacturer's works. The routine test of the panel shall include the following minimum tests/measurements:

6.6.2.1 Physical checks & Operation check of all components

6.6.2.2 HV tests

6.6.2.3 Insulation tests (before and after HV tests)

6.7 Commissioning Of Electrical Part Of The Unit:

6.7.1 Installation and Commissioning of the DG with control panel, Auxiliary Motors, if provided, shall be carried out by the bidder as per NEC, ISI, CEA Regulations 2010 etc. at AGCL's industrial area in Duliajan, Assam-786602 (India). Services of qualified and competent personnel of bidder are essential during commissioning of the generating set.

6.7.2 All tools, instruments, test kits, drill machine, vice, hardware, clamps etc. required for the job shall be provided by the bidder. Operational tests of all devices, their settings, shall also be carried out during commissioning job by the bidder.

6.7.3 Bidder shall carry out all earth connections including Generator Neutral & package earthing to earth electrodes / earthing grid available at site. Supply of required GI earthing strips, construction of earthing pits etc. as per statutory norms would be under bidder's scope. Earthing shall be carried out as per IS 3043 and its latest amendment.

6.7.4 Any other item required for successful commissioning of the genset but not specified in the specification shall be supplied by bidder without any cost to AGCL.

6.7.5 All protective devices shall be tested for proper operation and setting done during commissioning by the commissioning person of the successful bidder. **Persons engaged for electrical works at site by bidder shall possess valid electrical license issued by Electrical Licensing Board, Assam.**

6.7.6 The Gen set shall be treated as successfully commissioned from electrical side after successful load test (reliability run) of the unit at AGCL.

## **7.0 ACOUSTIC ENCLOSURE**

7.1 The Acoustic enclosure shall be designed and manufactured conforming to relevant standards suitable for outdoor installation exposed to weather conditions, and to limit overall noise level to 75dB(A) at a distance of 1 meter from the enclosure as per CPCB-II norms under free field conditions.

7.2 The construction shall be such that it prevents entry of rain water splashing into the enclosure and allows free & quick flow of rain water to the ground in the event of heavy rain. The detailed construction shall conform to the details as under:

**7.2.1 The enclosure shall be fabricated out of the CRCA sheet of thickness not less than 1.6mm on the outside.**

**7.2.2 The hinged door shall be made from not less than 16SWG (1.6mm) thick CRCA sheet and shall be made air tight with neoprene rubber gasket and heavy-duty locks.**

**7.2.3 Ventilation fans shall be provided, exhaust piping inside the enclosure must be lagged (except below).**

**7.2.4 Temperature rise inside the enclosure shall not be more than 5 Deg C for maximum ambient above 40 Deg C and it shall be below 10 Deg C for ambient below 40 Deg C.**

**7.2.5 There shall be provision for oil, coolant drain and fill.**

**7.2.6 The batteries shall be accommodated in the enclosure in electrically insulated battery box.**

**7.2.7 The canopy shall be provided with high enclosure temperature safety device.**

**7.2.8 The acoustic lining shall be made up of high-quality insulation material i.e. rockwool/glass/mineral wool/PU foam of appropriate thickness and density for sound absorption as per standard design of manufacturers to reduce the sound level as per CPCB-II norms. The insulation material shall be covered with fine glass fibre cloth and would be supported by perforated MS sheet duly powder coated/GI sheet/ aluminium sheet.**

**7.2.9 The enclosure shall be provided with suitable size & no. of hinged doors along the length of the enclosure on each side for easy access inside the acoustic enclosure for inspection, operation and maintenance purpose. Sufficient space shall be provided inside the enclosure on all sides of the genset for inspection, easy maintenance and repairs.**

**7.2.10 The canopy shall have a good aesthetic look.**

**7.2.11 The complete enclosure shall be of modular construction.**

**7.2.12 The forced enclosure shall be as per manufacturer design using either engine radiator fan or additional blower fan(s). If the acoustic enclosure is to be provided with forced ventilation then suitable size of axial flow exhaust fan to take the hot air from the enclosure complete with necessary motors and auto start arrangement shall be provided.**

**7.2.13 The acoustic enclosure shall be suitable for cable connection/connection through bus-trunking. Such arrangements on acoustic enclosure shall be water proof and dust proof conforming to IP-65 protection.**

7.2.14 The inside of the enclosure shall be provided with at least two nos. 28W fluorescent/LED tube light luminaire controlled by a 5A switch for adequate lighting during servicing etc. of the gen set. The power supply to these luminaries shall be from the load side of the panel so that it can remain energized under all conditions.

7.2.15 The control panel for the Generating set shall be installed separately inside the acoustic enclosure.

7.2.16 There shall be a provision of emergency shutdown of the generating set (Prime Mover) from outside the enclosure.

7.2.17 The enclosure shall be complete with power and control wiring between control panel and alternator and other components like blowers etc with proper size copper cable. The cables shall be terminated using gland and tinned copper crimped type lugs and sockets. The connection from the alternator and power evacuation control panel shall be carried out with copper cable of appropriate size for rated current. All control and power cabling inside the enclosure shall be well protected from mechanical damage by incorporation of MS cable duct/covered cable trays. Suitable cut out with guard gasket shall be provided in the enclosure for safe entry/exit of all cables.

### **7.3 SERVICE ACCESSIBILITY:**

7.3.1 Genset /engine control panel shall be visible from outside the enclosure.

7.3.2 Routine/periodical check on engine/alternator shall be possible without dismantling acoustic enclosure.

7.3.3 For major repairs/overhaul, it may be required to dismantle the acoustic enclosure.

7.3.4 Sufficient space shall be available around the genset for inspection and service.

### **7.4 ENCLOSURE ILLUMINATION**

7.4.1 A separate circuit shall be provided for lighting of the acoustic part of the enclosure. Minimum 2 Nos LED lamps shall be fitted in wall mounted type/ bulkhead light fittings. LED luminaries, switch, junction box etc. installed inside acoustic enclosure shall be flameproof type.

7.4.2 Light shall be switched from 6 amp switch, mounted on control panel cover.

### **7.5 ENCLOSURE EARTHING ARRANGEMENT:**

7.5.1 Two nos. of 50 x 6 mm GI straps (earth bus) shall be provided inside the enclosure on both sides and fixed on the skid floor. The earth loops from

alternator, control panel, changeover panel, auxiliary motors (if provided) shall be connected to these straps with two distinct and independent GI earth straps of sufficient size as per IS 3043.

All metallic non-current carrying parts of the distribution panel shall be bonded together and connected to the internal earth bus-bar.

7.5.2 All doors shall be bonded to the main structure by means of a flexible copper connection arranged so that it cannot be tapped as the door is opened or closed.

7.5.3 Earth leads and earthing jobs as per IS-3043.

7.5.4 Suitable studs with fastener arrangement shall be provided on the earth buses for connection of earth straps to outside earth electrodes.

## **8.0 SKID**

8.1 Engine and Alternator shall be directly coupled or coupled by means of flexoplate/ flexible coupling as per manufacturer standard design and both units shall be mounted on a suitable designed common bed plate together with all auxiliaries to ensure perfect alignment of engine and alternator with minimum vibrations. The bed plate shall be suitable for installation on suitable anti-vibration mounting system.

## **9.0 PAINTING & PACKING**

9.1 Painting shall be as per standard practice of manufacturer.

9.2 The packing shall be roadworthy for transportation up to site, sufficiently robust to withstand rough handling.

9.3 Boxes/packing cases containing electrical equipment shall be water proof lined.

9.4 All the matters on the control panel shall be packed separately for mounting at site or mounted in such a manner to prevent transit damage.

9.5 All manuals, books, digital items (discs) shall be separately packed and contained in rigid plastic pouches. All manuals, drawings, documents and digital items of engine shall be packed in one separate container and the container shall be separately handed over to AGCL at delivery of the Gen sets.

## **10.0 EQUIPMENT DATA SHEET AND NAME PLATE**

10.1 EQUIPMENT DATA SHEET: Refer ANNEXURE-B1 for details of technical data.

10.2 NAME PLATE: The following data shall be engraved on the name plate:

10.2.1 For Diesel Engine:

Engine make:  
Manufacture's Name:  
Model, Sl. No. & Year of Manufacture:  
Rated BHP:  
Rated RPM:  
Weight in Kg:  
AGCL Order No:

10.2.2 For Alternator:

Alternator make:  
Manufacturer's Name:  
Sl. No: Type & Frame Ref:  
Rated Output in kVA & kW:  
Type of Duty:  
Rated Power Factor:  
Frequency:  
Rated Voltage:  
No: of Phases & Type of Connection:  
Rated Speed (RPM):  
Class of Insulation:  
Excitation Current & Voltage at Rated Output:  
Year of Manufacture:  
Weight in Kg:  
AGCL's Order No.:

## **11.0 MANDATORY SPARE PARTS OF GENERATOR**

The following spare parts shall be supplied along with the Package.

### **11.1 Engine spares**

- 11.1.1 Set of Lub Oil Filter Elements: 4 Set
- 11.1.2 Set of Air Filter Elements: 4 Set
- 11.1.3 Diesel filter element : 04 Set
- 11.1.4 Set of Vee Belts: 1 Set
- 11.1.5 Tappet cover gasket: 1 complete set
- 11.1.6 208 litres of lube oil
- 11.1.7 40 liters of Coolant

### **11.2 Electrical Spares:**

- 11.2.1 AVR Unit for Alternator: Two nos
- 11.2.2 Rotating rectifier assembly fitted with complete set of forward and reverse diodes: One Set.

11.3 Tool kit (1 set) required for opening of the generator set.

**The bidder has to note that the above-mentioned spares are mandatory maintenance spares and are to be supplied along with the order. These spare parts and consumable shall be in addition to the consumables required during commissioning of the generator set at site.**

## **12.0 SUBMITTALS:**

**12.1** The following document shall be submitted along with the technical bid:

**12.1.1** GA drawing of Generator Set and Control Panel; layout of Engine, Alternator and accessories.

**12.1.2** Engine Data Sheet

**12.1.3** Manufacturer's product catalogues

**12.1.4** Sizing of the engine generator set. Furnish calculation of Engine BHP for matching with alternator capacity. Calculation shall be approved by the Gen Set manufacturer. Calculation sheet from the Gen Set manufacturer for determining the size of the engine with respect to the genset rating.

**12.1.5** Acoustic Enclosure Dimensions indicating height etc.

**12.1.6** Exhaust piping arrangement including height of exhaust.

**12.1.7** Transient response of frequency and voltage for the generator set.

**12.1.8** Auxiliary Equipment- Specification or data sheets, including switchgear, spring type vibration isolators.

**12.1.9** Drawings- General dimensions drawings showing overall generator set measurements, mounting location, and interconnect points for load leads, fuel, exhaust, cooling and drain lines.

**12.1.10** Wiring Diagrams – Electrical Wiring diagrams, schematics of Generator & control panel

**12.1.11** Warranty Statements

**12.1.12** Standard Engine Shop Manual (Engine Rebuilding Manual) from Engine OEM: The bidder shall submit, in their technical bid, undertaking for supply of the Standard Engine Shop Manual from OEM in the event of order placed upon it.

**12.1.13** CPCB-II/IV+ compliance certificates for emission and noise level.

**12.1.14** Undertaking (in original on OEM's letter head) from:

**12.1.14.1** OEM of Engine and

**12.1.14.2** OEM of Alternator

shall be submitted by the bidder along with technical bid, guaranteeing uninterrupted supply of spares and availability of service for at least 10 years with effect from delivery of the Item / product for the item / product to be supplied under the Tender / Order, in the event of placement of order.

**12.1.15** Technical literature of alternator

**12.1.16** Confirmation that the party agrees to all the points mentioned under technical specifications of generating set. Any deviation from the technical specifications of the tender shall be specifically mentioned by the party with proper justification. Acceptance of deviations shall be at the discretion of AGCL.

**12.2** Drawings to be submitted for approval on award of the order:

The following drawings shall be submitted to AGCL within 10 days of placement of the purchase order/ work order. The bidder shall get them approved from AGCL before start of the manufacturing works. The approval of drawings however does not absolve the contractor not to

supply the equipment/ materials as per agreement, if there is any contradiction between the approved drawings and agreement.

12.2.1 Layout drawings of the equipment to be installed including control cables, fuel/lube oil pipes and supports/structure for exhaust piping, chimney and bus ducts/cable trays.

12.2.2 Layout drawing of Generator Set and Control Panel; layout of Engine, Alternator and accessories.

12.2.3 Drawings including section, showing the details of erection of equipment.

12.2.4 Dimensional drawings of Acoustic enclosure/Engine-alternator set and electrical control panel.

12.2.5 Drawings showing details of supports for pipes, chimney cable trays, ducts etc.

12.2.6 Equipment data sheet

12.2.7 Foundation drawing of the complete Generator set indicating the static and dynamic load of the package.

12.2.8 Any other drawings relevant to the work.

12.3 Documents for submission before the pre-despatch inspection or on commissioning:

12.3.1 Two copies of the Integrated Operation & Maintenance Manual for the complete Generator Set including operating instructions with description and illustration of all switch gear controls & indicators, all generator controls and all engine controls.

12.3.2 Generator set installation drawings giving complete details of all the equipment, including their foundations.

12.3.3 Line diagram and layout of generator control panel giving switchgear ratings and their disposition, cable feeder sizes and their layout.

12.3.4 Control wiring drawings with all control components and sequence of operations to explain the operation of control circuits.

12.3.5 Manufacturer's technical catalogues of all equipment and accessories.

12.3.6 Integrated Operation & Maintenance Manual for the complete Generator Set including operating instructions with description and illustration of all switch gear controls & indicators, all generator controls and all engine controls.

12.3.7 Engine Shop Manual (Engine Rebuilding Manual): 2(two) Copies

12.3.8 Parts Books (3 set)- that illustrates and list all assemblies, subassemblies and components, except standard fastening hardware (nuts, bolts, washers, etc.).

12.3.9 Routine Test Procedures - for all electronic and electrical circuits and for the main AC generator.

12.3.10 Troubleshooting Chart - covering the complete generator set showing description of trouble, probable cause and suggested remedy.

12.3.11 Wiring Diagrams and Schematics - showing function of all electrical components.

12.3.12 Alternator Operation, Maintenance & Spare Part Manual.

12.3.13 Generator Set Test Certificate.



12.3.14 Certificate that the item has been designed, manufactured and tested conforming to the requirements & specifications

12.3.15 OEMs test certificates for individuals sub-assemblies (if any).

12.3.16 Warranty Certificate

12.3.17 Complete step-by-step Safe Operating Procedure (SOP) for the complete generating set.

12.3.18 As built, PNID Drawings/Documents to be furnished on completion of installation & commissioning (Quantity of Drawings and Documents to be submitted: 3 set)

## **13.0 STAGE INSPECTION**

13.1 AGCL as purchaser may at its discretion carry out stage inspection and shop visit to inspect the manufacturing progress but such inspection shall not relieve the bidder of his responsibility to ensure that the equipment supplied is free from all manufacturing and other defects and conform to correct specifications.

## **14.0 PRE-DESPATCH INSPECTION**

14.1 Pre-delivery inspection shall be performed by AGCL to ensure the generating set components, controls, and switchgear are included as specified herein, free from any defects and carry full load tests on every generating sets prior to delivery and acceptance. The manufacturer or its representative shall give a notice in advance of minimum fifteen days for carrying out pre-delivery inspection and shall arrange staff/fuel/POL and any other consumables for test run at his cost. Third Party Inspection Agency and AGCL (optional) shall witness such inspection & testing at mutually agreed date.

14.2 All major items/equipment i.e. engine, alternator and associated electrical control panels etc. shall be offered for inspection and testing assembled as unit.

14.3 Generator Set shall be tested on load banks for the rated KW rating. Testing shall be upto 110% load as per approved Quality Assurance Plan. The generator shall be tested for continuous minimum four hours on the following load schedule

1. No load- 15 minutes
2. 25% load-30 minutes
3. 50 % load- 30 minutes
4. 75% load 45 minutes
5. 100% load 60 minutes
6. 110% load-60 minutes

Fuel for testing of the generator to be provided by the contractor. In case of failure in any of the test, the testing procedure shall be repeated once the generator is again ready for inspection.

14.4 During testing all controls/ operations safeties shall be checked and proper record shall be maintained by the manufacturer's representative. Any defect/ abnormality noticed during testing shall be rectified. The

testing shall be declared successful only when no abnormality/ failure are noticed during the testing.

14.5 Any defects which become evident during the test shall be corrected by the bidder at his own expense prior to shipment to the jobsite.

14.6 The Genset shall be cleared for dispatch to site only when the testing is declared successful by AGCL. A copy of the test results shall be submitted to the AGCL at the end of the inspection. Test results shall show manufacturer's tolerances as well as actual parameters recorded.

14.7 Bidders should have the required facilities for testing the quoted diesel generator sets as per standards at their premises in India. The bidders should confirm acceptance for inspection as under:

Third party inspection (TPI) shall conduct and record all the test as specified in the tender specification. The materials should be inspected by any reputed third party inspection agency given below at supplier's cost and inspection report shall be enclosed along with the shipping/ dispatch documents.

- 15.3.1. GERMANISCHER LLOYD
- 15.3.2. BUREAU VERITAS
- 15.3.3. MOODY INTERNATIONAL
- 15.3.4. SGS
- 15.3.5. CEIL
- 15.3.6. TUV
- 15.3.7. VELOSI
- 15.3.8. ABS
- 15.3.9. MEENAR GLOBAL
- 15.3.10. VCS QUALITY SERVICES PRIVATE LTD.
- 15.3.11. LLOYD REGISTER OF INDUSTRIAL SERVICES
- 15.3.12. EIL
- 15.3.13. H&G
- 15.3.14. TCE
- 15.3.15. PDIL
- 15.3.16. MECONS
- 15.3.17. DNV

14.8 In case the bidder is not the manufacturer, a certificate from the manufacturer to the effect that the manufacturer possesses the required facilities for testing of the equipment /material in India and that they agree for the AGCL inspection, should be enclosed along with the techno-commercial bid. AGCL may at its discretion conduct FAT at its own cost prior to dispatch at the bidder/manufacturer's premises in addition to the third party inspection done by the bidder.

#### **15.0 INSTALLATION AND COMMISSIONING AT SITE:**

**15.1 The civil foundation works required for the installation of the generating sets will be done by AGCL as per the foundation design to be submitted by successful bidder.**

**15.2 Installation and Commissioning of the generating set shall be carried out by the successful bidder at site.**

**15.3 The installation shall be performed in strict accordance with shop drawings, specifications, and the manufacturer's instructions and as per tender specifications.**

**15.4 All materials required for installation and commissioning shall be in the scope of the bidder. This includes piping required for extension of engine exhaust.**

**15.5 The successful bidder shall provide all tools and equipment, all safety gadgets for safe work, labour, appliances, apparatus etc. at his cost required to carry-out the installation and commissioning work.**

**15.6 The successful bidder shall be responsible for safety of its personnel and equipment during the installation and commissioning work.**

**15.7 During the installation & commissioning job, the bidder shall strictly ensure that all the cut ends of cables, packing materials, leftover items are removed from site after completion of work. No environmental damage shall be done while carrying out the job.**

**15.8 Bidder shall furnish the services of factory-trained personnel as required during installation and through the warranty period to inspect the installation, supervise startup of equipment installed, and repair the equipment when required. Service requests shall be answered and acted upon promptly.**

**15.9 The responsibility for performance to the specifications shall not be divided among individual component manufacturers, but must be assumed solely by the bidder(supplier). This includes generating system design, manufacture, test, and having a local supplier in North East India responsible for service, parts and warranty for the total system.**

**15.10 Bidders should confirm in the technical bid that installation & commissioning and TPI charges are included in their offer.**

**15.11 Cost of Installation & commissioning charges should be quoted separately. These charges should include amongst others to and from fares, fooding, boarding/ lodging, local transport at Duliajan and other expenses of the service personnel during their stay at site.**

#### **16.0 TRIAL RUN AND HANDING OVER TO AGCL:**

**16.1 The generating set shall be put under continuous trial run for a period of 72 hours following their installation and commissioning. During this**

period, the generating set should run trouble free from any major/minor troubles and meet the performance standards. Representative of the bidder should be based in Duliajan with no cost to AGCL during the trial run period to monitor the performance of the generating sets.

During the reliability run, no outage shall be allowable. This run will also be carried out at any available load.

16.2 The generator set will be said to have successfully completed the trial run, if no breakdown or abnormal /premature failure of any component of the entire generator set occurs during this period.

16.3 Following the successful run-in period, the genset shall be taken over by AGCL subject to guarantee/warranty clause of the tender. This date of taking over of the generator set shall be the date of acceptance /taking over.

## **17.0 SERVICE AND WARRANTY**

17.1 The supplier shall ensure adequate and prompt after sales service free of cost during warranty/guarantee period. In case of accessory /component supplied by other manufacturers, the successful bidder shall furnish a guarantee/warranty from the manufacturer for the same before the generator set is taken over.

17.2 The nature of after sales service, which can be provided by the successful bidder, during initial erection and commissioning as also subsequent operation shall be clearly stated in the quotation.

**17.3 The manufacturer must have a local authorized dealer in North East India who can provide factory trained servicemen, the required stock of replacement parts, technical assistance, and warranty administration.**

17.4 The manufacturer's authorized dealer as stated above shall have sufficient parts inventory to maintain over the counter availability of at least 90% of any normal wear and tear parts. (Belts, hoses, filters, turbines, pumps, safeties, regulators, injectors, gaskets).

17.5 The manufacturer's authorized dealer shall have factory trained service representatives and tooling necessary to install and commission all provided equipment.

17.6 The warranty coverage shall include repair parts, labor, reasonable travel expense necessary for repairs at the jobsite, and expendables (lubricating oil, filters, antifreeze, and other service items made unusable by the defect) used during the course of repair or any defects in the engine or alternator during warranty period shall be replaced by the party at his cost without any extra charge to AGCL.

17.7 Running hours shall not be a limiting factor for the warranty coverage by either the manufacturer or the authorized dealer.

**17.8 Offer received without written warranties as specified shall be rejected entirety.**

## **18.0 ORIENTATION**

The bidder shall provide a complete orientation for AGCL's generator set operating personnel. Orientation program shall be of minimum 3 days duration and shall include both classroom and hands-on training at the location of installation of the Generating set in Duliajan. Topics covered shall include control operation, schematics, troubleshooting, wiring and diagrams, meters, indicators, warning lights, shutdown system and routine maintenance.

## **19.0 GENERAL NOTES TO TECHNICAL SPECIFICATION**

19.1 All sundry equipment, fittings, assemblies, accessories, hardware items, foundation bolts, supports, termination lugs etc. for electrical connections, cable glands, junction boxes and all other sundry items for proper assembly and installation of the various equipment and components of the generator sets are deemed to have included in the tender, irrespective of the fact that whether such items are specifically mentioned in the tender documents or not.

19.2 In their offer the bidder must mention their detailed comments point-wise against each point of tender specifications. Any deviation from the tender specification shall be specifically mentioned. Specific type and make of equipment shall be mentioned. All the information required as per tender specifications must be submitted.

19.3 The bidders shall provide overall dimensions of the Generator set, Acoustic Enclosure and foundation/installation diagram.

19.4 In the event of award of contract, the successful bidder shall submit to AGCL within ten days of placement of order all documents and drawings as required against each item.

19.5 The manufacture of the equipment is to be started only after written approval of the drawings / documents by AGCL as mentioned in tender against all equipment.

19.6 Bidder must confirm in the Technical Bid that the major equipment such as Diesel Engine and Alternator shall have manufacturer's Test Report and Warranty Certificate and the same shall be provided during inspection of the Generator set by AGCL

## **20.0 QUALITY ASSURANCE PLAN (QAP)**

Bidder shall submit Quality Assurance Plan (QAP) for respective equipment within 10 (ten)days of award of contract. Manufacturer shall follow his standard procedures for Quality Assurance and control. However, the

standard procedures shall be submitted to the owner in extent of order. The procedure shall be in such a form as to clearly delineate the manufacturing sequence and major inspection points and to reference manufacturer's test and inspection procedures. The owner will inform the manufacturer as to which of the Inspection points and tests will be witnessed.

## **21.0 DEVIATION**

21.1 Deviation in respect of any specification as detailed above should be highlighted with technical calculation /catalogue/literature etc in the form and format as given in Annexure-A3.

21.2 The bidders are not allowed to deviate from the principal requirements of the Specifications. However, the bidder is required to submit with his bid in the relevant format a detailed list of all deviations without any ambiguity. In the absence of a deviation list, it is understood that such bid conforms to the bid specifications and no post-bid negotiations shall take place in this regard.

21.3 The discrepancies, if any, between the specification and the catalogues and / or literatures submitted as part of the offer by the bidders, shall not be considered and representations in this regard shall not be entertained.

## **22.0 GENERAL NOTES FOR BIDDERS**

22.1 Materials shall be brand new, unused & of prime quality.

22.2 Pre-despatch/Shipment Inspection & testing charges, if any, must be included in the total price of each genset. To and fro fares, boarding/ lodging and other en-route expenses of AGCL's Inspection team for carrying out inspection shall be borne by AGCL.

**ANNEXURE-B1**

**TECHNICAL DATASHEET (TO BE FILLED BY BIDDER)**

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S OFFER</b>	<b>UPLOADED FILE NAME, PAGE NO.</b>
1	Make & Model of offered Generating Set		
2	Typical Maximum Prime Power Rating at 50Hz (0.8P.F.),kW:		
3	Output Voltage and Frequency:		
4	Power Factor:		
5	No. of Phases:		
6	Overall Dimensions, MM:		
7	Dry Weight:		
8	Performance in 40°C air, 150MSL, Prime power rating at 0.8 power factor(KW)/kVA rating:		
9	Fuel consumption at standard conditions for: 50%,75% and 100% load		
10	Exhaust gas components; %NOX, %SO, Tons particulate/yr/mo at 50%,100% load		
11	Verification of 10% overload capability		
12	Noise level		
<b>ENGINE</b>			
1	Make/Model:		
2	No.of cylinders:		
3	BHP Output		
4	Cooling		
5	Aspiration		
6	RPM		
7	Compression ratio		
8	Displacement (litres)		
9	Fuel off		
10	Fuel consumption at no load		
11	Fuel consumption at 25% load		
12	Fuel consumption at 50% load		
13	Fuel consumption at 75% load		
14	Fuel consumption at 100% load		
15	Fuel consumption at 110% load		
16	Capacity of fuel tank (litres)		
17	Governor details		
18	Starting system		
19	Lube oil specification (make etc.)		
20	Lube oil sump capacity		

21	Lube oil consumption (litres per hour)		
22	Coolant capacity (Engine +Radiator)		
23	Lube oil change period (hours)		
24	Emission compliance		
25	Battery rating		
<b>RADIATOR</b>			
1	Model/Type		
2	Coolant Capacity		
3	Horse power required to run the radiator fan		
<b>ALTERNATOR</b>			
1	Make's name		
2	Rated KVA		
3	Power factor		
4	Rated voltage		
5	Rated current		
6	Speed in rpm		
7	Frequency		
8	No. of phase		
9	Over load capacity		
10	Class of insulation		
11	Type of enclosure		
12	Voltage regulation		
13	Direction of rotation		
14	Type of bearing		
15	RTD's provided(no)		
16	Model		
17	Frame		
18	Number of Leads		
19	Weight, total		
20	Weight, rotor		
21	Efficiencyat0.8powerfactor for:50%load,75%load,100%load		
22	Faultcurrent,3phasesymmetrical		
23	Decrement curve		
24	Maximum possible unbalanced load across phases		
<b>GENERATOR CONTROL PANEL</b>			
1	Make		
2	Type		
3	Overall dimension		
4	Finish		
5	Sheet metal size		
6	Make and type of contactors/ circuit breakers		
7	Make and type of instruments		
8	Make and type of switch, fuse units		
9	Any other		



<b>TEST ON ENGINE</b>			
1	Engine starting time		
2	Test run at different loads which includes 100% load and 110% load for one hour in 12 hours as per BS 5514 standard		
3	Fuel consumption tests at 50%, 75% and 100% load		
<b>TEST ON CONTROL PANEL</b>			
1	Insulation resistance test		
2	High voltage withstand test		
3	Functionality and operation test		
4	Secondary injection test on meters and relays		
5	Mechanical tests on components		
<b>TEST ON ALTERNATOR (Test certificate to be submitted)</b>			
1	Insulation measurement		
2	High voltage test on rotor and stator winding		
3	Temperature rise test (test certificate to be submitted)		
4	Mechanical Balance		
5	Stator voltage balance		
6	Over speed		
7	Stator phase sequence check		
8	Vibration and noise level		
9	Stator and rotor winding resistance measurement		
10	Overload capability test		
<b>TEST ON EXCITATION SYSTEM (Test certificate to be submitted)</b>			
1	High voltage test on winding		
2	Measurement of stator and rotor resistance		
3	Response test		
4	Open circuit magnetization test		
<b>TEST ON VOLTAGE REGULATOR</b>			
1	Sensitivity test		
2	Response time test		
<b>GENERAL</b>			
1	Dimensional check		
2	Bill of materials		
3	Checking of assembly as per GA		
<b>TEST ON ASSEMBLED SET</b>			
1	No load test		
2	Load test at different loads for specific fuel consumption		
3	Sound and vibration measurement test at different loads		

4	AVT/ Governor response test		
5	Over speed test		
6	Load throw off test		

(SIGNATURE OF BIDDER)

## **SECTION-C**

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

#### **BID EVALUATION CRITERIA (BEC):**

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

#### **ELIGIBILITY CRITERIA:**

- i) The bid should be from OEM (Original Equipment Manufacturer) of the Engine/ Alternator/ Generator set. A copy of the Certificate of Incorporation shall be submitted with the bid.
  
- ii) The bids from Authorized distributors/ Authorized Dealers/ Indian Companies of OEM of Engine/ Alternator/ Generator set may also be considered, provided such bids are accompanied with valid authorization letter( Please refer Annexure C2) and relevant certificates from the Original Equipment Manufacturer who have authorized them to market their product, provided further that such an authority letter is valid at the time of bidding and shall remain valid till the scheduled execution period of the order. Offers without back-up authority in writing from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such bidder.

#### **1.0 TECHNICAL EVALUATION CRITERIA:**

##### **1.1 EXPERIENCE:**

The bidder must have experience in successfully executing/ completing 'similar' supply as indicated below in Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking /Public Limited Company during the last 5 (five) years to be reckoned from the original bid closing date:

*a. Three similar completed supply orders costing not less than the amount of Rs. 24.00 Lakhs each.*

*Or*

*b. Two similar completed supply orders costing not less than the amount of Rs. 30.00 Lakhs each.*

*Or*

*c. One similar completed supply orders costing not less than the amount of Rs. 48.00 lakhs each.*

**Notes to BEC Clause 1.1 above:**

**a. Definition of 'Similar':** Experience of Supply, installation and commissioning of at least one diesel engine driven generator of rating 250 KVA or above. **However, the offered diesel genset engine make and model quoted against this tender should have proven track record of operating not less than 4000 (Four thousand) running hours in one single unit in products supplied in India.** Documentary evidence such as supply/purchase order copy and satisfactory performance certificates from the owner/user with the Make and Model of the engine clearly appearing in the body of the above documents should be enclosed with the technical bid.

**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 05(five) years reckoned from the original bid closing date but completion is within the prescribed 05 (five) years reckoned from the original bid closing date.

(iii) If the prospective bidder is executing similar work/order, which is still running and the executed order (or contract) value/quantity/period prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

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

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

e.2 Proof of work experience against Para e. (iii) above, to satisfy a) work defined above b) minimum prescribed value/quantity/period c) prescribed period of 05 years, to be submitted as below:

i. Bidder must submit the following:

- A. Breakup of similar work/supply
- B. Contract document/PO showing details of work
- C. LOA/LOI/Work order showing:

- (i) Awarded Gross value/quantity
- (ii) Description of item(s)
- (iii) Contract no./Work order no./Purchase order
- (iv) Contract period /delivery period

ii. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:

- (i) Work order no./Contract no./PO No.
- (ii) Executed Gross value/quantity
- (iii) Period of Work done/supply made
- (iv) Description of works/supply

f. 'Similar Work/supply' executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.

g. Bids submitted for part of the work/supply will be rejected, if not specified.

h. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.1.

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 Annual Financial Turnover of the bidder during any of the preceding 03 (Three) financial/accounting years from the original bid closing date should

be at least Rs. 30.00 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 & Net worth, any one of the following documents/photocopies must be submitted along with the bid:**

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

**OR**

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

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

**b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Annexure C4**.**

**c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.**

**2.3 In case the bidder is a Government Department, they are exempted from submission of document mentioned under para-a. and b. above.**

**2.4 Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 2.1 & 2.2.**

**3.0 COMMERCIAL EVALUATION CRITERIA:**

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

**3.2** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation

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

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

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

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

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

**3.8** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under “Financial Bid/BOQ” tab in the main bidding engine of E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted in Unpriced Techno-Commercial Bid as per tender requirement under “Technical “ Tab Page only.

**3.9** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) Period of validity of Bid
- (iii) Price Schedule
- (iv) Performance Bank Guarantee / Security deposit
- (v) Delivery / Completion Schedule
- (vi) Scope of work
- (vii) Guarantee of material / work
- (viii) Liquidated Damages clause
- (ix) Tax liabilities
- (x) Arbitration / Resolution of Dispute Clause

**3.10** There should not be any indication of quoted price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

**3.11** Bid received with validity of offer less than the specified days as incorporated in the Forwarding Letter will be rejected.

#### **4.0 EVALUATION CRITERIA:**

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

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

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

**4.4** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

**4.5** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

**4.6** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract/order price.

**4.7** In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

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

#### **4.9 GOODS AND SERVICES TAX:**

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

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



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

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

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

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

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

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

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

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

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

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

**4.9.9 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should**

mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

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

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

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

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

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

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

**4.9.16** Price Bids shall be evaluated on overall lowest cost to AGCL (L-1 offer) basis i.e. considering total quoted price for all goods/services

**including applicable GST (CGST & SGST/UTGST or IGST).**

**4.9.17** As GST is being taken into account for the purpose of evaluation of bids, then the rate of GST as prevailing on the date of bid closing will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the bidder who has emerged lowest based on the rate of GST as prevailing on the date of bid closing would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate.

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

## **5.0 GENERAL:**

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

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

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

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

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

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

## **6.0 PURCHASE PREFERENCE CLAUSE:**

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

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

6.1.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

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

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

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

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

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

\*\*\*\*\*  
\_\_\_\_\_

**Annexure 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,  
The Managing Director  
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 Person:

Signatory Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

\*\*\*\*\*

**Annexure 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 :

**#####**

**Annexure 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:

#####

**Annexure 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.**

**\*\*\*\*\***



**SECTION-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:

**#####**

## SECTION-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/Contract 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 is 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:**

**SIGNATUREANDSEALOFTHEGUARANTORS:\_\_\_\_\_**

**Designation:\_\_\_\_\_**

**Name of the Bank: \_\_\_\_\_**

**Address:\_\_\_\_\_**

**#####**

## SECTION - F

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

1.0 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, “Annexure 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.

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**Annexure 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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