



NGN LETEKUJAN TERMINAL UP TO NRL IGGL RT PIPELINE PROJECT

BID DOCUMENT

FOR

PROCUREMENT OF USM CHECK METER

Bid Document No. AGCL/PROJ/USM/2023/03 Dated 30.10.2023

OPEN DOMESTIC COMPETITIVE BIDDING

VOLUME - I OF II

PREPARED AND ISSUED BY



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NGN LETEKUJAN TERMINAL UP TO NRL IGGL RT PIPELINE PROJECT

COMMERCIAL BID DOCUMENT FOR USM CHECK METER

PMC DOCUMENT NO.: P158-TEN-I006

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INVITATION FOR BIDS (IFB)

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SECTION – I INVITATION FOR BIDS (IFB)

1 INTRODUCTION

Assam Gas Company Ltd. (AGCL) is a 61-year-old Natural Gas transmission and distribution company, wholly owned by the Govt. of Assam with its registered office at Duliajan, Dist. Dibrugarh, Assam 786602.

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. The present infrastructure of the company has a transportation capacity of about 6.0 MMSCM of gas per day.

AGCL plans to upgrade its existing pipeline to transport natural gas to Numaligarh Refinery Limited (NRL) and Indradhanush Gas Grid Limited (IGGL), for which AGCL has taken up the NGN Letekujan Terminal to NRL IGGL RT pipeline project, covering approximately 6 kilometers in length.

Pipeline Engineering Consultants Pvt. Ltd. has been appointed as Engineering, Procurement and Construction Management consultant by AGCL for Engineering, Procurement, RFP Preparation, Site Supervision and Project Management for the Project.

2 PROJECT BRIEF

The primary objective of the Project is to transport the volume of 0.19 - 0.28 MMSCMD of natural gas from NGN Letekujan terminal to NRL IGGL receiving station via newly proposed 8" x 6.2 km (approx.) pipeline:

Sr. no.	Dispatch Terminal	Receiving Station	Size & Length
1	NGN Letekujan	NRL IGGL	8" x 6.2 km

3 BRIEF SCOPE OF WORK

The scope of work includes supply of USM Check Meter confirming to the drawings, data sheets, specifications etc. provided in the tender documents.

Scope of supply shall be as per given below items:

S. No.	Description	Qty.
1.	<p>USM Meter: Inlet X Outlet line size and rating: 8" X 8" and 300# Flow Capacity Design = 0.19 - 0.28 MMSCMD</p> <p>Packaged Skid shall consist of Ultrasonic Type Flow Transmitter with necessary Instruments with interconnecting piping and associated Valves, fittings & related accessories, Pre wired skid edge junction box, PLC based metering panel, Flow Computer, cable and cabling in accordance with attached P&ID, Datasheets, Specifications etc., along with this requisition and including mandatory spares, commissioning spares, and supervision for erection, testing & commissioning.</p>	2 LOT

4 PROPOSED STORAGE LOCATION & DELIVERY PERIOD

4.1 DELIVERY LOCATION

USM Check Meter shall be delivered at AGCL Store Golaghat, Assam.

4.2 DELIVERY PERIOD

3 (Three) months from the date of LOI.

5 BID VALIDITY

The bid should be valid for 180 days from the date of schedule submission.

6 BIDDING PROCEDURE

6.1 Bidding will be conducted through Open Domestic Competitive Bidding basis. Single stage two bid system is adopted for this tender. Bid documents shall be submitted through E-Tender Process only.

6.2 Bids must be submitted strictly in accordance with Clause No. 23 of ITB.

6.3 Bid must be submitted only on <http://assam.gov.in/tenders>. Physical submission of bid shall not be accepted.

6.4 The bid will be submitted in two parts as below:

6.4.1 PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no. 23.1 of ITB.

Tender processing fee and EMD to be submitted online. The following documents need to be Uploaded along with Un-Priced bid on e-Portal.

- (i) Tender Processing Fee
- (ii) EMD/Bid Security
- (iii) Power of Attorney

6.4.2 PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 23.2 of ITB.

7 DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
7.1	Tender Document Number	AGCL/PROJ/USM/2023/03
7.2	Type of Tender	E-Tender (Open Domestic Competitive Bidding basis)

7.3	Tender Document on Sale	30/10/2023 to 20/11/2023
7.4	Tender document fee	INR 2,000 /- (Inclusive of GST)
7.5	Pre bid meeting date and venue	<p>On 09/11/2023 at 1400 HRS. IST at AGCL's Duliajan office/ Online Assam Gas Company Ltd</p> <p>Join on your computer, mobile app or room device</p> <p>Click here to join the meeting</p> <p>Meeting ID: 487 794 353 978 Passcode: 7bTfzM</p> <p>Download Teams Join on the web</p>
7.5.1	Pre bid Queries/Clarification end date	Within 3 days from the date of pre bid meeting
7.6	Bid Submission date and time	20/11/2023 till 1500 HRS. IST
7.7	Un-Priced bid opening date and Time	20/11/2023 at 1530 HRS. IST
7.8	Place of Un-Priced bid opening	Assam Gas Company Limited P.O. Duliajan, Dist. Dibrugarh, Assam-786602
7.9	Price bid opening date and time	Date and time shall be intimated later

DOWNLOADING OF TENDER DOCUMENT

The entire tender document has been webhosted on AGCL, Assam Govt. e-procurement website i.e., www.assamgas.org & <http://www.assamtenders.gov.in>. However, Bidder shall be allowed to upload its bid only in <http://www.assamtenders.gov.in> website. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

8 BIDDER EVALUATION CRITERIA (BEC)

8.1 TECHNICAL CRITERIA:

- 8.1.1 The Bidder should have designed, fabricated, integrated, tested and supplied at least 1 no. of Metering Skid that are of same type, equal or higher in terms of flow capacity as mentioned below, within the last seven (7) years reckoned from the bid submission date:

Sr. No.	Description	Flow Capacity	Min. Qty. Supplied in last 7 years (Nos.)
1.	Ultrasonic Type Metering Skid	0.5MMSCMD	1

Note to 8.1:

- I. A Job executed by a Bidder for its own plant / project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- II. Bidder has to quote for all items of SOR. Otherwise, Bid is liable for Rejection.
- III. The size and rating of the metering skid supplied shall be similar or higher in terms of the size and pressure rating of the quoted item to qualify.
- IV. Consortium bids are not acceptable.

8.2 FINANCIAL:

8.2.1 Annual turnover:

The minimum annual turnover of the bidder as per their audited financial statement in any one of the last three preceding financial years i.e., FY 2022-23, 2021-22 & 2020-21 shall be **INR 95,00,000/-**

8.2.2 Net Worth:

The Net worth of the bidder should be positive as per audited annual financial results of immediate preceding financial year i.e., 2022-23.

8.2.3 Working Capital:

The minimum working capital of the bidder as per the audited financial statement of immediate preceding year i.e., FY 2022-23 shall be **INR 9,50,000/-**

Note: If the bidder's working capital is inadequate, the bidder should submit a letter from bidder's bank (as per Format F-15 attached with section III of the tender) having a net worth not less than Rs.100 Crores. Confirming the availability of the line of credit for at least for the working capital requirement as stated above.

8.3 Documents/Documentary Evidence required to be provided by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:

BEC Clause No.	Description	Documents required for qualification
8.0	Documents Required-Technical Criteria	

8.1	Experience	<p>a) Detailed work order indicating the scope of work and supply details.</p> <p>b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate)</p> <p align="center">OR</p> <p>Execution certificate (issued by the end user / owner / authorized consultant) in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use</p> <p>Note: The completion certificates / execution certificate shall have details like work order no., date, brief scope of work, completion date, etc.</p>
Note to 8.0	Jobs executed for Subsidiary / Fellow subsidiary/ Holding	Tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.

Notes:

- Bidders note that all the BEC (Technical) related documents shall be under one file named BEC Technical. The same file shall be uploaded on the e-tendering portal.
- All documents in support of technical criteria of bid evaluation criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and notary public with legible stamp.

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

Bidder shall provide list of project details along with all supporting documents in tabular form as per Table – 1 below.

TABLE-1						
Sl. No.	Project Details (Project Name and Brief of the Project, Project Location)	Client Name	Type of Metering Skid supplied	P.O. / Work Order No.	Year of supply	Year of Commissioning/ Completion

INVITATION FOR BIDS (IFB)

8.4 Authentication of document submitted in support of Bid Evaluation Criteria (BEC):

- 8.4.1 For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC), the bidder shall submit "Details of financial capability of bidder" in prescribed format duly signed and stamped by a chartered accountant.
- 8.4.2 Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.
- 8.4.3 All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified/ attested by Chartered Engineer and notary public with legible stamp.

9 TENDER PROCESSING FEE & BID SECURITY

9.1 TENDER PROCESSING FEE

- 9.1.1 Non- refundable tender processing fee of **INR 2,000.00/- (Indian Rupees Two Thousand only)** related to e-procurement shall be paid through e-procurement portal:

Method of paying online tender processing fee:

- 9.1.2 Option 1: Internet banking through State Bank of India (SBI) or any other Banks listed at State Bank Multi Option Payment System (SBMOPS) on <http://assamtenders.gov.in>
- 9.1.3 Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee using NEFT/ RTGS option from any bank against system generated prefilled challan.
- 9.1.4 Bidders which are registered as Micro / Small Companies / Industries under MSME act 2006 or registered as N.S.I.C shall be exempted from submission of Tender Processing Fee. Such bidders must furnish valid document i.e., valid on the date of bid submission date along with bid to avail the exemption.

9.2 BID SECURITY

- 9.2.1 Bid must be accompanied by a bid security amount shall be **INR 1,90,000/- (Indian Rupees One Lakh Ninety Thousand only)**.
- 9.2.2 EMD/ Bid Security may be paid online through e-procurement portal:

Method of paying online EMD/ Bid Security are following:

- 9.2.3 Option 1: Internet banking through State Bank of India (SBI) or any other Banks listed at State Bank Multi Option Payment System (SBMOPS) on <http://assamtenders.gov.in>
- 9.2.4 Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee using NEFT/ RTGS option from any bank against system generated prefilled challan.
- 9.2.5 EMD/ Bid security in the form of Bank Guarantee may also be submitted and shall be valid for sixty (60) days beyond the validity of the bid. **Original copy of Bank Guarantee to be submitted at Consultant's office within 07 days of Unprice Bid Opening.**

INVITATION FOR BIDS (IFB)

- 9.2.6 Bidders which are registered as Micro / Small Companies / Industries under MSME act 2006 or registered as N.S.I.C shall be exempted from submission of EMD. Such bidders must furnish valid document i.e., valid on the date of bid submission date along with bid to avail the exemption.
- 9.2.7 Bidders to follow Instructions for submission/ Partial Exemption/ Complete Exemption of EMD/ Bid Security as attached at Annexure I to IFB.

10 PRE-BID MEETING

- 10.1 The bidder(s) or his representative who intends to bid are invited to attend a pre bid meeting which will take place on date specified in the tender document. Bidder(s) queries, if any, must reach Owner/ Consultant office on or before date specified in tender documents.
- 10.2 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

11 GENERAL

- 11.1 AGCL reserves the right to split the works among the bidders or place the order for part quantity or delete an item from bidder's scope of work.
- 11.2 The bids received after bid due time/ date shall be rejected.
- 11.3 Bids through Fax/ E-MAIL are not acceptable.
- 11.4 AGCL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 11.5 Contact details are given below:

OWNER:

Mr Manoj Bordoloi, Project Manager (+91-7086773284)
Assam Gas Company Limited,
P.O. Duliajan, Dist. Dibrugarh, Assam-786602
Email ID: manojbordoloi@agclgas.com

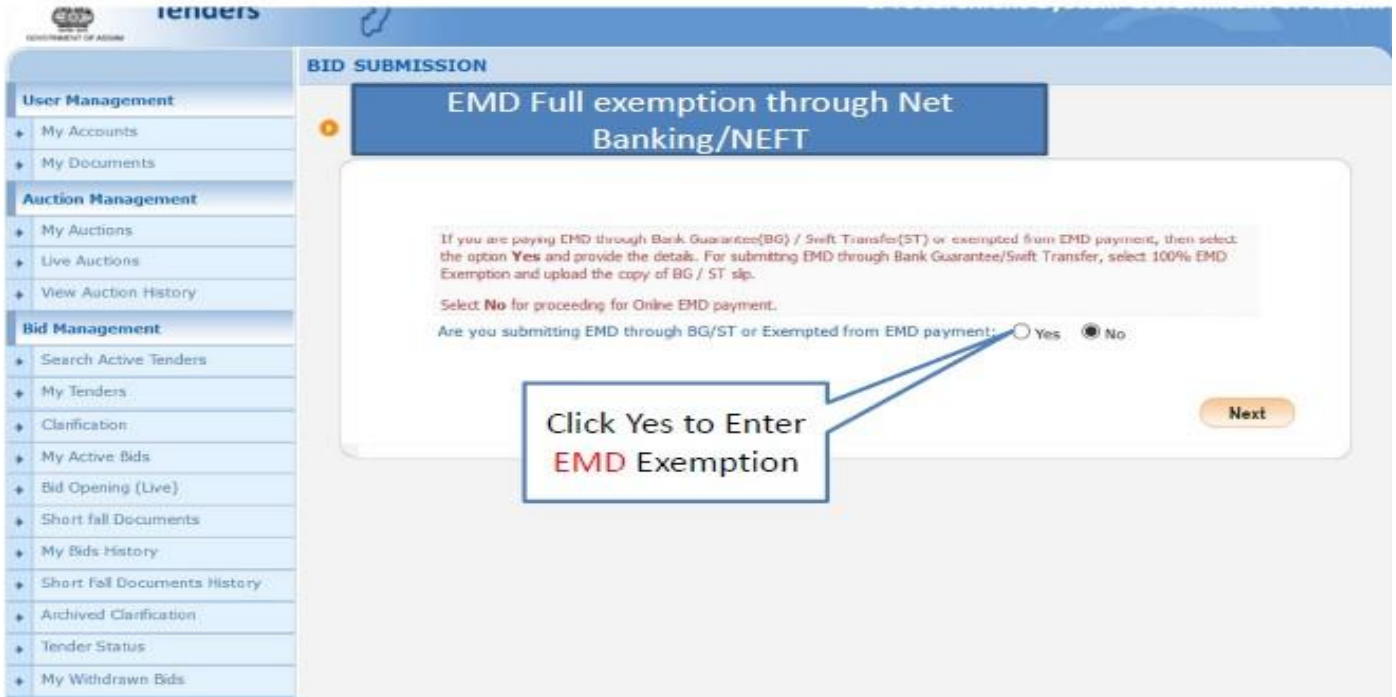
CONSULTANT

C&P Department
Pipeline Engineering Consultants Pvt. Ltd.
Address: A-56/2, First Floor, Sector - 50, Noida,
Uttar Pradesh, India
Telephone: +91-9999226311
Email: cnp@pleco.co.in / cnp1@pleco.co.in

CONTACT DETAILS OF ASSAM STATE PROCUREMENT CELL HELP DESK

Telephone: 1800 2121 18866

ANNEXURE I TO IFB



tenders
GOVERNMENT OF ASSAM

BID SUBMISSION

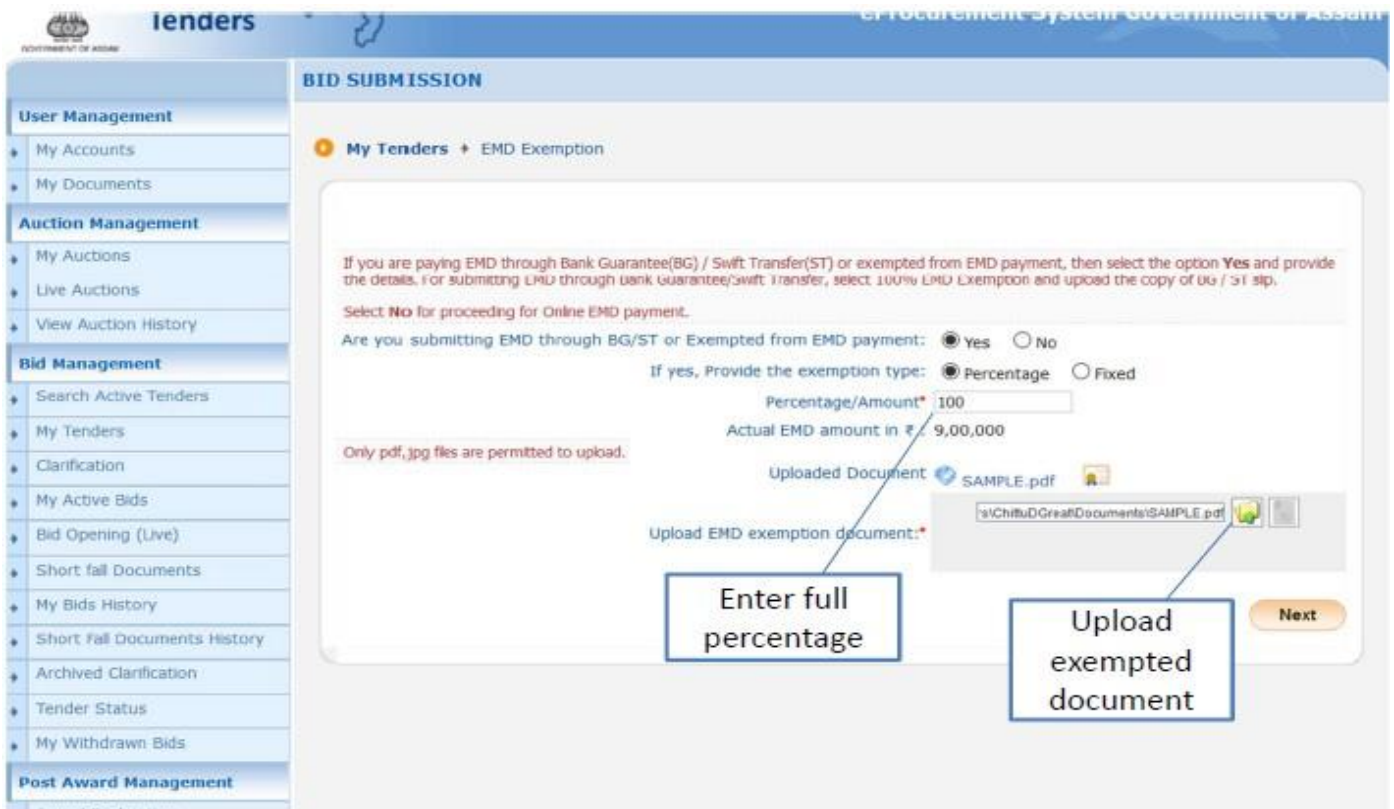
EMD Full exemption through Net Banking/NEFT

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.
Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: Yes No

Click Yes to Enter EMD Exemption

Next



tenders
GOVERNMENT OF ASSAM

BID SUBMISSION

My Tenders + EMD Exemption

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.
Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: Yes No

If yes, Provide the exemption type: Percentage Fixed

Percentage/Amount* 100

Actual EMD amount in ₹ 9,00,000

Only pdf, jpg files are permitted to upload.

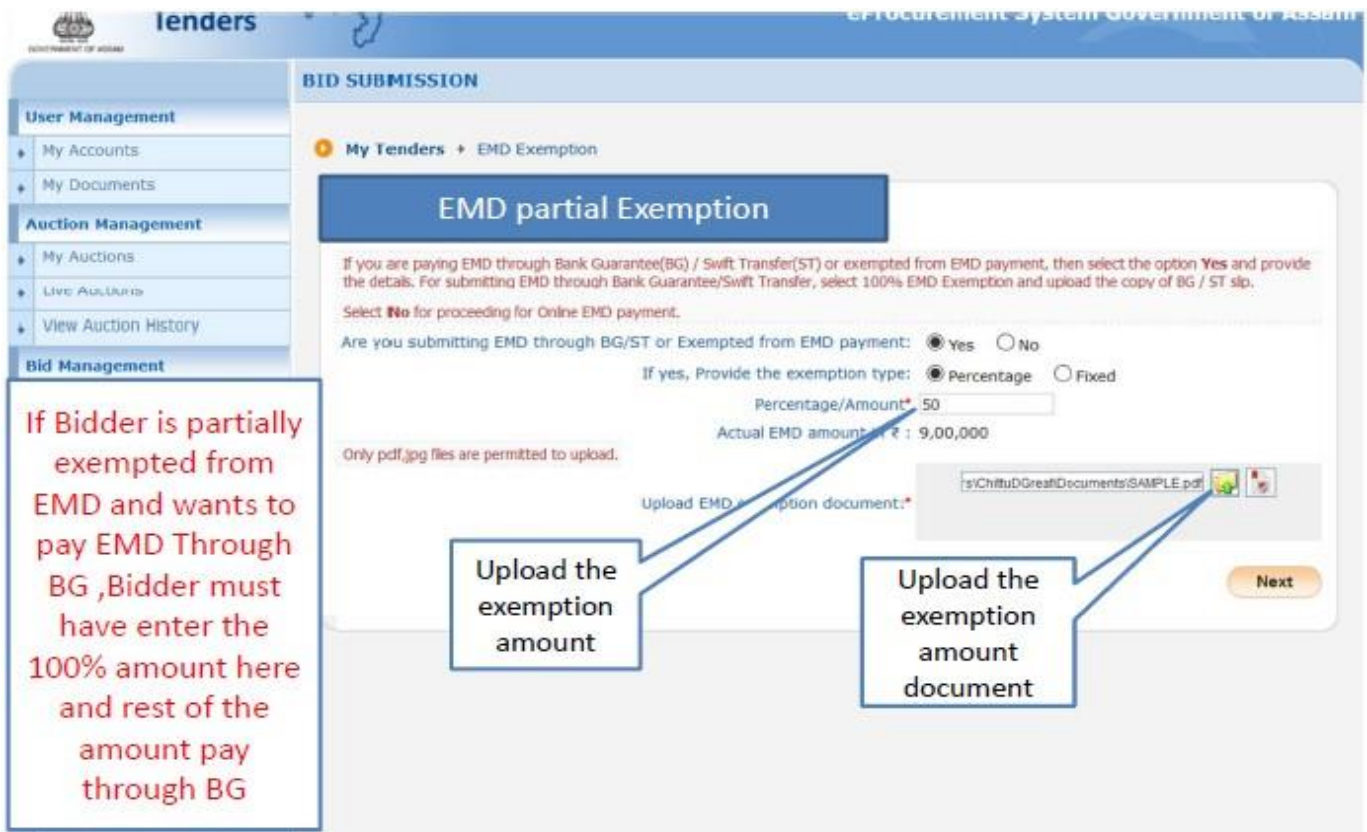
Uploaded Document SAMPLE.pdf

Upload EMD exemption document: s:\ChitbuDGratDocuments\SAMPLE.pdf

Enter full percentage

Upload exempted document

Next



BID SUBMISSION

My Tenders + EMD Exemption

EMD partial Exemption

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.
Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: Yes No

If yes, Provide the exemption type: Percentage Fixed

Percentage/Amount* 50

Actual EMD amount in ₹ : 9,00,000

Only pdf,jpg files are permitted to upload.

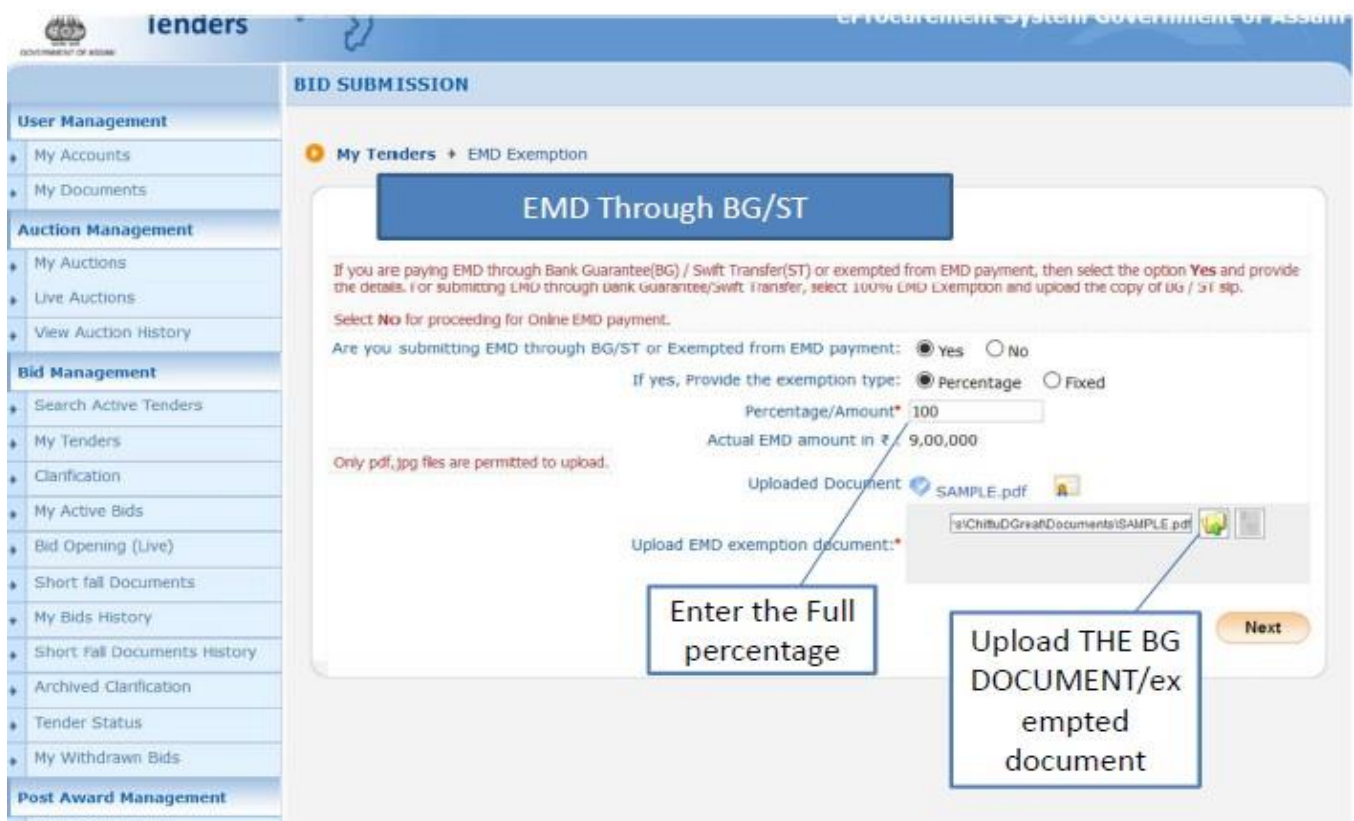
Upload EMD exemption document:*

Upload the exemption amount

Upload the exemption amount document

Next

If Bidder is partially exempted from EMD and wants to pay EMD Through BG ,Bidder must have enter the 100% amount here and rest of the amount pay through BG



BID SUBMISSION

My Tenders + EMD Exemption

EMD Through BG/ST

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.
Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: Yes No

If yes, Provide the exemption type: Percentage Fixed

Percentage/Amount* 100

Actual EMD amount in ₹ : 9,00,000

Only pdf,jpg files are permitted to upload.

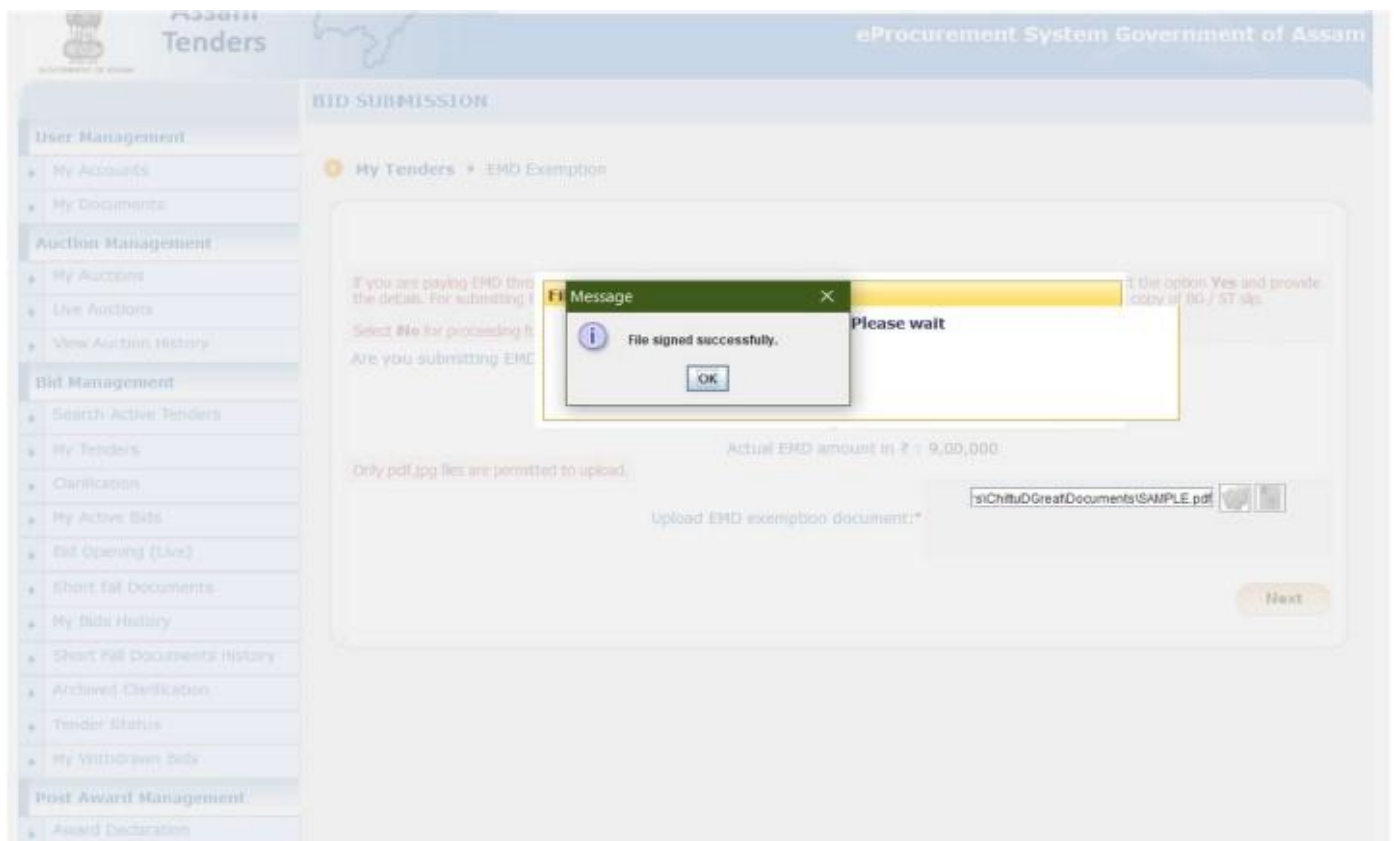
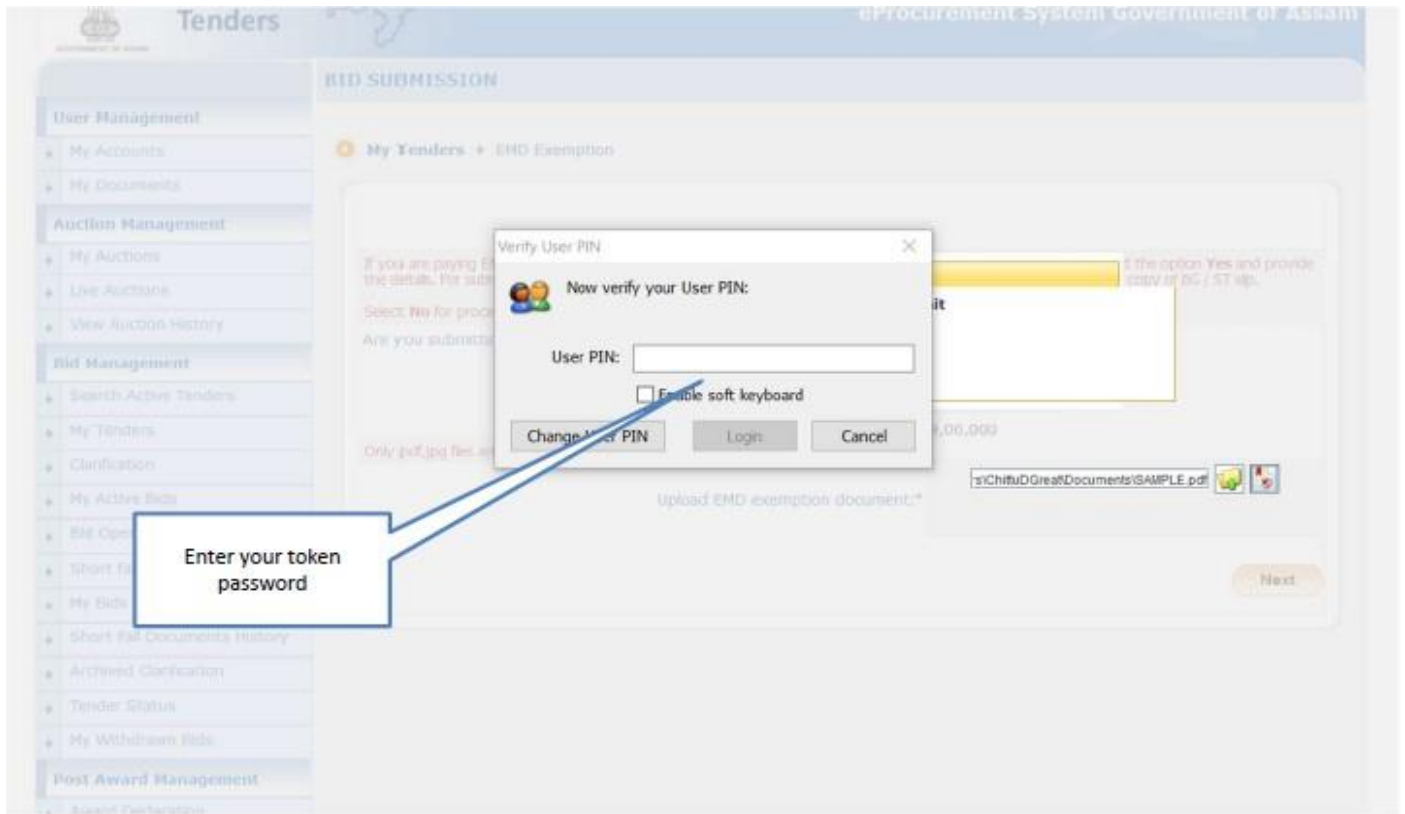
Uploaded Document SAMPLE.pdf

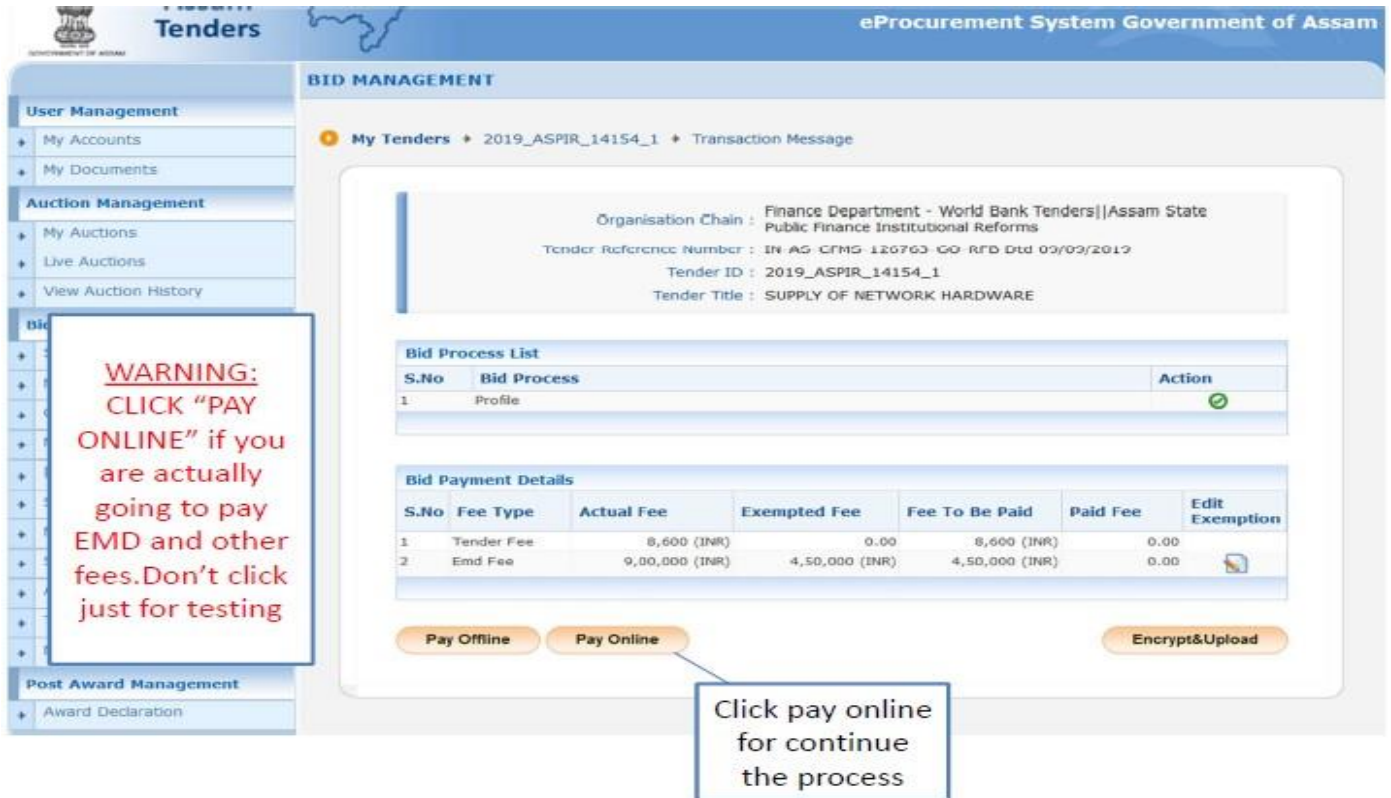
Upload EMD exemption document:*

Enter the Full percentage

Upload THE BG DOCUMENT/exempted document

Next





Tenders eProcurement System Government of Assam

BID MANAGEMENT

My Tenders → 2019_ASPIR_14154_1 → Transaction Message

Organisation Chain : Finance Department - World Bank Tenders||Assam State Public Finance Institutional Reforms
Tender Reference Number : IN-AS-CFMS-126763-GO-RFD Dtd 09/09/2019
Tender ID : 2019_ASPIR_14154_1
Tender Title : SUPPLY OF NETWORK HARDWARE

Bid Process List

S.No	Bid Process	Action
1	Profile	

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee	Edit Exemption
1	Tender Fee	8,600 (INR)	0.00	8,600 (INR)	0.00	
2	Emd Fee	9,00,000 (INR)	4,50,000 (INR)	4,50,000 (INR)	0.00	

Pay Offline Pay Online Encrypt&Upload

WARNING:
CLICK "PAY ONLINE" if you are actually going to pay EMD and other fees. Don't click just for testing

Click pay online for continue the process

SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

1 INTRODUCTION

- 1.1 The Owner/ Purchaser invites sealed bids for the supply of goods as mentioned in the tender documents.
- 1.2 The bidding document specifies the contractor scope of work, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the bidding document. The owner reserves the right to evaluate and accept bids at their sole discretion.

2 ELIGIBLE GOODS AND SERVICES AND ORIGIN OF GOODS

- 2.1 All goods and related services to be supplied under the contract shall have their origin only in source countries, which are not prohibited to trade with by any law or rules made there under having the force of law of the Union of India or any state Government of India.
- 2.2 For purposes of this clause, "Origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods and services may or may not be from the home country of the Bidder.

3 ELIGIBILITY OF BIDDERS

- 3.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out the Works under this Invitation for Bids.
- 3.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner/ Consultant in accordance with ITB.
- 3.4 The bidder should not be on holiday or black listed by Purchaser or any Government Department/ Public Sector/ Joint Venture CGD company of PSU. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.

4 ONE BID PER BIDDER

- 4.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individuals (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.

4.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.

4.3 Alternative bids are not acceptable.

5 COST OF BIDDING

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

6 NON-TRANSFERABILITY OF THE BID DOCUMENTS

6.1 Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

A. THE BID DOCUMENTS

7 CONTENT OF BID DOCUMENTS

7.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause "AMENDMENT OF BID DOCUMENTS "of Instruction to bidders (ITB).

Volume I: Commercial Volume consisting of:

- Section – I : Invitation for Bids (IFB)
- Section – II : Instructions to Bidders (ITB)
- Section – III : General Conditions of Contracts (GCC)
- Section – IV : Special Conditions of Contracts (SCC)
- Section – V : Forms and Formats
- Section – VI : Schedule of Rates (SOR)

Volume II: Technical Volume

7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

8 CLARIFICATION ON BID DOCUMENTS

8.1 A prospective Bidder requiring any clarification of the bid documents may notify the Purchaser and / or the Consultant as the case may be, in writing or by email address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. Written copies of the Owner's/ Consultant's response will be sent to bidder from whom query is received. All such clarifications issued shall deem to form a part of the Bid documents.

- 8.2 Any query/ clarification from the bidder shall be considered from the date of tender publishing and upto 2 days after the Prebid meeting.

9 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the Purchaser / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.
- 9.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause “CONTENT OF BID DOCUMENTS” and shall be hosted on AGCL’s website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.
- 9.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Purchaser/ Consultant, at its discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

10 LANGUAGE OF BID

- 10.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser / Consultant, shall be in English.
- 10.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder’s country shall be submitted by the bidder along with the bid.

11 DOCUMENTS CONSTITUTING THE BID

- 11.1 The bid prepared by the Bidder shall comprise the following components:
- 11.2 Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;
- 11.3 Price Bid having Price Schedule/SOR filled up in accordance with tender documents.
- 11.4 Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and
- 11.5 Bid security/ EMD submission will be online.

12 BID FORM

- 12.1 The Bidder shall complete all the Bid Forms attached in Section-V “FORM & FORMAT” of bid document and submit the same as a part of “Techno-Commercial Un-priced bid “as per clause “PREPARATION OF BIDS” of ITB.

- 12.2 In two-part bidding as specified in IFB, Bidder shall submit bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain only price schedule.

13 BID PRICES

- 13.1 Bidder has to indicate price in the "Schedule of Rates" (SOR) as under: -
- i. Ex-works price quoted by the bidder (including packing, forwarding, third party inspection charges and GST on components and raw materials including Inland Transportation to Delivery Location).
 - ii. GST on the finished goods including inland transportation (i.e., on sl. no. i above).

14 PRICE BASIS

- 14.1 Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account (except statutory in taxes & duties for Indian bidders).

15 CURRENCIES OF BID

- 15.1 Bidders shall submit bid in INR only.

16 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 16.1 Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- that the Bidder has the financial, technical, and production capability necessary to perform the contract.
 - that the Bidder meets the qualification criteria stipulated in the Tender.

17 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS

- 17.1 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.
- 17.2 Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:
- a detailed description of the essential technical and performance characteristics of the goods;
 - an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- 17.3 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

18 BID SECURITY/ EMD

- 18.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.
- 18.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 18.3 The bid security shall be in the following forms:
- unless otherwise specified, a bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India or by an international reputed bank from abroad provided in that case, the guarantee is confirmed through any bank as above located in India, in the form provided in the bid documents or another form acceptable to the Purchaser and valid for sixty (60) days beyond the validity of the bid; or
 - EMD/ Bid Security may be paid online through e-procurement portal:

Method of paying online EMD/ Bid Security are following:

1. Option 1: Internet banking through State Bank of India (SBI) or any other Banks listed at State Bank Multi Option Payment System (SBMOPS) on <http://assamtenders.gov.in>
2. Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee using NEFT/ RTGS option from any bank against system generated prefilled challan.

Detailed processes are given in Annexure I, including flow diagram in Annexure II for easier understanding.

- 18.4 Any bid not secured in accordance with ITB Clauses may be treated as non-responsive and rejected.
- 18.5 Unsuccessful bidders' bid security shall be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of validity of the bank guarantee and any extension if required by the Purchaser.
- 18.6 The successful Bidder's bid security will be discharged upon such Bidder accepting the award, and furnishing the Contract Performance Guarantee.
- 18.7 The bid security may be forfeited:
- a. If a Bidder:**
- Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form including extensions if any granted, or
 - Does not accept the correction of errors; or

b. In the case of a successful Bidder, if such Bidder fails

- to accept the award
- to furnish Contract Performance Bank Guarantee in accordance with tender.

18.8 Bidders which are registered as Micro / Small Companies / Industries under MSME act 2006 or registered as N.S.I.C in relevant area shall be exempted from submission of Tender Fee and EMD. Such bidders must furnish valid document along with bid to avail the exemption.

19 PERIOD OF VALIDITY OF BIDS

19.1 Bids shall remain valid for the period specified in the IFB after the date of bid submission as prescribed by the Purchaser. Purchaser may reject the bid having shorter validity period as non-responsive.

19.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

20 FORMAT AND SIGNING OF BID

20.1 The Bidder shall prepare one original of the document comprising the bid as per ITB clause "SEALING AND MARKING OF BIDS" marked "ORIGINAL". In addition, the bidder shall submit one copy of the original bid marked "COPY". In the event of any discrepancy between the original & the copy, the one marked as original shall govern.

20.2 The original and the copy of the bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

20.3 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

21 DEVIATIONS

21.1 Purchaser/ Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc. to avoid delay seeking clarifications on technical/ commercial aspect of the offer.

21.2 **Deviations, if any have to be listed only in the Form 7** of the bid submitted by the bidder. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Purchaser.

21.3 Notwithstanding the above, bids with the deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder. However, Purchaser reserves the right to take the final decision in this regard, without assigning any reason.

C. PREPARATION AND SUBMISSION OF BIDS

22 PREPARATION OF BIDS

22.1 Techno-commercial/Un-priced comprising following documents should be uploaded in the e-procurement portal as mentioned in IFB.

Covering Letter with

- Bidder's General Information Form F-1
- Bid security as per Form F-2
- Power of Attorney as per Form F-3
- Financial Details as per Form F-4A & Form F-4B
- Certificate from Bank if bidder's working Capital is inadequate as per Form F-5
- Check List for agreed terms and conditions as per Form F-6
- No deviation confirmation / Deviation Form as per Form F-7
- Confirmation that bidder is not banned by any Indian Government organization/ Government Undertaking from quoting as per Form F-8
- Letter of authority in favor of any one or two of Bidder's executives having authority to attend the un-priced and price bid opening as per Form F-9.
- Information regarding any current litigation in which the bidder is involved in Form F-10.
- Certificates as per Form- 11, 12
- Declaration as per Form-13
- Documents for meeting BEC as per IFB clause no. 8 including Form F-14 duly filled with required details.
- Proforma for Performance Bank Guarantee – (Unconditional) as per Form F-15.
- Un-priced Schedule of Rates (SOR) / In Price column should be mentioned as "Quoted".
- Copy of GST & PAN Registration Certificates
- Other documents as per Technical Volume of bid document

Note: All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.

22.2 Part-II: The price bid shall contain Schedule of Rates dully filled in the prescribed format available on the e-portal.

23 SUBMISSION OF BIDS

23.1 Tender document may be downloaded from E-procurement portal prior to the deadline for submission of bids. The bids shall be submitted online. Users are requested to map their system as per the System settings available on the link "System Requirement and Registration Manual" on the E-Procurement portal.

- 23.2 After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on E-Procurement portal.
- 23.3 Bidders may insert their e-Token/ Smart Card in their computer and Logon to E- procurement portal, using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC.
- 23.4 Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/ schedule. Generally, they can be in Excel/PDF/ZIP formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a ZIP file for uploading. Maximum Single file size permitted for uploading is 20 MB. One can upload multiple of such files in case information to be uploaded in single file exceeds 20MB.
- 23.5 The bid both “Un-priced bid & Price Bid” (i.e., Part-I and Part-II) should be submitted online in the prescribed format. No other mode of submission is accepted.
- 23.6 Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted “on-line”. No hard copies of the documents (except those specifically asked in the tender document) are required to be submitted.
- 23.7 The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with online undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder.
- 23.8 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.
- 23.9 The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). AGCL will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders.
- 23.10 The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. AGCL/PLECO will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of “Pre Bid Clarification Start Date and Time” till “Pre Bid Clarification End Date and Time”.

24 DEADLINE FOR SUBMISSION OF BIDS

- 24.1 Bids must be received by the Purchaser/ Consultant at the address specified under ITB, not later than the time and date specified in the tender documents.

- 24.2 The Purchaser/Consultant may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

25 LATE BIDS

- 25.1 Any bid received by the Purchaser/Consultant after the deadline for submission of bids prescribed by the Purchaser/Consultant will be rejected and returned unopened to the Bidder.

26 MODIFICATION AND WITHDRAWAL OF BIDS

- 26.1 The Bidder may modify or withdraw its bid after the bid's submission (but before the deadline for submission of bids), provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser/Consultant prior to the deadline prescribed for submission of bids.
- 26.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB. A withdrawal notice may also be sent by electronic mail, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 26.3 No bid shall be modified after the deadline for submission of bids.
- 26.4 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

D. OPENING AND EVALUATION OF BIDS

27 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

- 27.1 AGCL will open bids at date, time and location stipulated in Clause of IFB Details of Bid Documents.

28 CLARIFICATION OF BIDS

- 28.1 During evaluation of the bids, the Purchaser / Consultant may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification (shall be sent to e-mail ID provided in Form F-1) and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

29 PRELIMINARY EXAMINATION

- 29.1 The Purchaser/Consultant will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 29.2 The Purchaser/Consultant may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.3 Prior to the detailed evaluation, pursuant to ITB, the Purchaser/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.

29.4 If a bid is not substantially responsive, it will be rejected by the Purchaser/Consultant and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

30 REJECTION CRITERIA

30.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.

30.2 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:

- Tender Processing fee
- Bid security.
- Value of bid security less than that specified.
- Bid security not complying with the requirements of ITB.
- Contract Performance Bank Guarantee as per tender.
- Period of validity of bid shorter than specified.
- Price change on account of technical/ commercial clarification and/ or validity extension.
- Resolution of Dispute/ Arbitration clause.
- Payment terms.
- Delivery schedule
- Price Reduction Schedule.
- Price not quoted as per SOR
- Warranty / Guarantee
- Force Majeure
- Applicable Law
- Scope of Work
- Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid

31 OPENING OF PRICE BID

31.1 AGCL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

31.2 The price bids of those bidders who were not found to be techno-commercially responsive shall not be opened.

32 EVALUATION AND COMPARISON OF BIDS

32.1 The Purchaser/ Consultant will evaluate and compare the bids which have been determined to be substantially responsive.

32.2 Evaluation

The Owner will evaluate and compare the bids previously determined to be substantially responsive. In evaluating bids, the Owner will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:

- Arithmetical errors will be rectified on the following basis:
- If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.
- If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
- Deviations from terms and conditions of the bid document stipulated by the bidder if found acceptable, shall be evaluated and loaded to the quoted price.

32.3 Other Conditions Related To Bid Evaluation

- Canvassing in any form will make the bid liable for rejection.
- Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.
- Bid should be complete covering the individual item wise total scope of work indicated in the Bid documents.
- Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

32.4 Comparison of Prices

32.4.1 The Purchaser/ Consultant will evaluate and compare the bids which have been determined to be substantially responsive.

32.4.2 Prices shall be evaluated on **overall basis** to arrive at the lowest evaluated cost to Purchaser.

32.4.3 The evaluated price of bidders shall include the following:

- i. Ex-works price quoted by the bidder (including packing, forwarding, third party inspection charges and GST on components and raw materials including Inland Transportation to Delivery Location).
- ii. GST on the finished goods including inland transportation (i.e., on sl. no. i above).

33 CONTACTING THE PURCHASER/ CONSULTANT

- 33.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser/ Consultant on any matter related to the bid, it should do so in writing.
- 33.2 Any effort by a Bidder to influence the Purchaser/ Consultant in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

E. AWARD OF CONTRACT

34 POST-QUALIFICATION

- 34.1 In the absence of pre-qualification, the Purchaser/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 34.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser/Consultant deems necessary and appropriate.
- 34.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

35 AWARD CRITERIA

- 35.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

36 SPLIT OF AWARD

- 36.1 Not Applicable

37 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

- 37.1 The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

38 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 38.1 The Purchaser reserves the right to accept or reject any bid in full or part, to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. Purchaser also reserves the right not to accept lowest rates quoted by the bidder.

39 NOTIFICATION OF AWARD

- 39.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Letter of Intent (LOI) or registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 39.2 The date of Letter of intent for notification of award will constitute effective date.

- 39.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.
- 39.4 Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause.
- 39.5 The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.
- 39.6 Letter of intent read in conjunction with bid documents shall be binding Contract.

40 CORRUPT OR FRAUDULENT PRACTICES

- 40.1 It is required that all concerned in the entire procurement process to observe the highest standard of ethics during the said process. In pursuance of this policy, the Purchaser/Consultant:
- (a) defines for the purposes of this provision, the terms set forth below as follows:
- "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank financed contract.
- 40.2 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).

41 WHISTLE BLOWER POLICY

- 41.1 AGCL has implemented whistle-blower policy as part of the vigil mechanism to comply with the regulatory requirements laid down by the companies act 2013 and clause 49 of the SEBI's listing agreement. With the implementation of vigil mechanism, the company provides a platform to its vendors and suppliers to come forward and raise their genuine concerns without any fear of retaliation and victimization.
- 41.2 The policy is designed to deal with concerns raised in relation to the specific issues which are not in the interest of the company. The company has appointed an independent third-party service provider to manage the operations of whistle-blower hotline.

42 EVALUATION OF PERFORMANCE

- 42.1 Performance of the contract awarded if any shall be evaluated on half yearly basis or early on need basis as per approved AGCL.

43 CONTRACTOR SAFETY MANUAL

- 43.1 The contractor / vendor needs to ensure all the safety conditions as mentioned in the Contractor Safety manual.

44 PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. 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. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. "**Bidder**" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision 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.
4. "**Bidder from a country which shares a land border with India**" for the purpose of this:
 - 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
5. "**Beneficial owner**" for the purpose of above (4) will be as under:
 - i. 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(s), 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 the 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.
 - ii. 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 or entitlement to more than fifteen percent of capital or profits of the partnership.
 - iii. 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 of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a 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. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-I attached with this document.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, 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.

9. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II attached with this document.

Form-I

UNDERTAKING ON LETTERHEAD

To,

M/s ASSAM GAS COMPANY LIMITED

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (**Name of Bidder**) is:

- (i) Not from such a country []]
- (ii) If from such a country, has been registered []]
with the Competent Authority.
(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s_____ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s ASSAM GAS COMPANY LIMITED

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (**Name of Bidder**) is:

- (i) not from such a country []
- (ii) if from such a country, has been registered with the Competent Authority. []
(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (or X) above).

We further certify that bidder M/s _____ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC)

General Conditions of Contract-GOODS

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1 DEFINITIONS

In this document, General Conditions of Contract (GCC Goods), the following terms shall have the following respective meanings:

- 1.1 **BIDDER:** Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.2 **CONSULTANT** shall mean **M/s Pipeline Engineering Consultants Pvt. Ltd.** having its registered office at A-259, Sector – 31, Noida, Uttar Pradesh- 201303. The term consultant includes successors, assigns of M/s Pipeline Engineering Consultants Pvt. Ltd.
- 1.3 **CONTRACT** shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.4 **CONTRACT PRICE** shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.5 **COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.6 **COMMERCIAL OPERATION** shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.7 **DELIVERY** terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.8 **DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.9 **ENGINEER** or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.10 **FINAL ACCEPTANCE** shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.11 **GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.12 **INSPECTOR** shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.13 **INITIAL OPERATION** shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.

- 1.14 PURCHASER shall mean Assam Gas Company Ltd. having its registered office at Duliajan, Dist: Dibrugarh, Assam 786 602. The term PURCHASER includes successors, assigns of AGCL.
- 1.15 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- 1.16 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.17 SERVICE shall mean erection, installation, and testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.18 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.19 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.20 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.21 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.22 START-UP shall mean the time period required to bring the equipment's covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipment's covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.23 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.24 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 1.25 FOB means Free on Board; the FOB term requires the seller to clear the goods for export.
- 1.26 FOT means Free on Trucks, and refers to goods being carried by truck.
- 1.27 CIF means Cost, Insurance and Freight. Seller must pay the costs and freight includes insurance to bring the goods to the port of destination.
- 1.28 CFR means Cost and freight. The seller pays for the carriage of the goods up to the named port of destination.

2 SELLER TO INFORM

The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfil his obligation under the Contract.

3 APPLICATION

These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4 COUNTRY OF ORIGIN

For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5 SCOPE OF CONTRACT

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high-grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish twelve (12) copies in English language of technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.7 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.8 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/ CONSULTANT or its

assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.

- 5.9 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

6 STANDARDS

The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- 7.2 All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
- 7.3 All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
- 7.4 All communications including technical/ commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
- 7.5 Invoices for payment against CONTRACT shall be addressed to PURCHASER.
- 7.6 The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8 CONTRACT OBLIGATIONS

If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9 MODIFICATION IN CONTRACT

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT.

Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

- 9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10 USE OF CONTRACT DOCUMENTS & INFORMATION

- 10.1 The Seller shall not, without the PURCHASER's/ CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

11 PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have.
- 11.2 The SELLER shall indemnify the PURCHASER against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 The SELLER shall indemnify the PURCHASER against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof pay or incur by reason of any such suit or proceedings.
- 11.4 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependents, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.5 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12 PERFORMANCE GUARANTEE

- 12.1 Within 21 days after issue date of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 3% of the total value of the CONTRACT.

- 12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
- 12.3 The performance guarantee shall be denominated in the currency of CONTRACT.
- 12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

13 INSPECTION, TESTING & EXPEDITING

- 13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.8 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.9 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30

days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

- 13.10 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.11 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.12 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 13.13 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.14 **INSPECTION & REJECTION OF MATERIALS BY CONSIGNEES** When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14 TIME SCHEDULE & PROGRESS REPORTING

14.1 TIME SCHEDULE NETWORK/BAR CHART

- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.
- 14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 PROGRESS TREND CHART/MONTHLY REPORT

- 14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
- 14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

- 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.
- 14.2.4 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
- 14.2.5 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress. Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part

15 DELIVERY & DOCUMENTS

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made:
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.

- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16 TRANSIT RISK INSURANCE

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements:

Indigenous Bidders: Transit risk insurance from F.O.T. dispatch point onwards shall be arranged and borne by AGCL.

Foreign Bidders: Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by AGCL

The SELLER shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials, for each equipment.

16.3 PURCHASER'S INSURANCE AGENT:

[The name and address-as mentioned under SCC]

17 TRANSPORTATION

- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, up to and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for, by the SELLER and the cost thereof shall be included in the Contract price.
- 17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18 INCIDENTAL SERVICES

- 18.1 The Seller may be required to provide any or all of the following services:
- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.

- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within three (03) days for emergency action and twenty- one days for medium and long-term assistance, from the date of notice given by Purchaser.

19 SPARE PARTS, MAINTENANCE TOOLS, LUBRICANTS

- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and
- 19.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
 - ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.
- 19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements Purchaser to procure needed requirements, and along with full details of manufacturers/vendors for such spares/maintenance tools for:
- 19.2.1 The construction, execution and commissioning.
- 19.2.2 Two years operation and maintenance.
- 19.3 Spare parts shall be new and of excellent quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

19.8 Lubricants

- 19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- 19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 19.8.3 Seller shall indicate various equivalent lubricants available in India.

20 GUARANTEE

- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S/CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract. If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or eighteen (18) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/ materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

- 20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER.

21 TERMS OF PAYMENT

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfilment of other obligations stipulated in the Contract.

21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained

GENERAL NOTES:

- i) For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank/ Net Banking i.e. NIFT, RTGS. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- ii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iii) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- iv) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
- v) In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself

22 PRICES

Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23 SUBLETTING & ASSIGNMENT

The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24 TIME AS ESSENCE OF CONTRACT

The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25 DELAYS IN THE SELLER'S PERFORMANCE

25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:

- i) Hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- ii) Cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) Hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.2 Any inexcusable delay by the SELLER or his sub- contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26 PRICE REDUCTION SCHEDULE

FOR DELAYED DELIVERY

26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by 0.5% (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

- 26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.
- 26.4 In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @ $\frac{1}{2}$ % per week of delay or part thereof of the delayed delivery value maximum upto 5% of the total order value.
- 26.5 The PRS shall be applicable in the same way where individual release order against ARC shall be taken as independent order.”
- 26.6 The value referred in PRS Clause is excluding taxes and duties.

27 REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT

- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/ CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with.

28 TERMINATION OF CONTRACT

28.1 Termination for Default

- 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by AGCL Against any type of tender nor their offer will be considered by AGCL against any on-going tender (s) where contract between AGCL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by AGCL to such VENDOR.

28.2 Termination for Insolvency

28.2.1 The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 FORCE MAJEURE

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER/ CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within two (2) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force

Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere

30 RESOLUTION OF DISPUTES

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Dibrugarh, Assam.

31 GOVERNING LANGUAGE

The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is

accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32 NOTICES

- 32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by email, confirmed in writing.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later

33 TAXES & DUTIES

- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However applicable GST on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

34 BOOKS & RECORDS

SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/ CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 PERMITS & CERTIFICATES

SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36 GENERAL

- 36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums: -

Due All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER

No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfilment of the CONTRACT.

36.5 Cut-off Dates: - No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

37 IMPORT LICENSE

No import license is required for the imports covered under this document.

38 FALL CLAUSE

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. Or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Department. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
- c) Sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order: -

"I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the AGCL under the order herein and such items/goods/materials have not been offered/ sold by me/us to any person/organizations including the Purchaser or any Department of Central Govt. or any Department of State Govt.

or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the AGCL under the order”.

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-Para 38.2 above, of which details shall be furnished by the supplier

39 PUBLICITY & ADVERTISING

39.1 Seller shall not without the written permission of PURCHASER/CONSULTANT make a reference to PURCHASER/CONSULTANT or any Company affiliated with PURCHASER/CONSULTANT or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40 REPEAT ORDER

PURCHASER reserves the right, within 6 months of order to place repeat order up to 50% of the total order value without any change in unit price or other terms and conditions.

41 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

SECTION-IV SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

1 DEFINITIONS

GCC 1.1(m): The Purchaser is: **Assam Gas Limited** (AGCL) as (P.O. Duliajan, Dist. Dibrugarh, Assam-786602)

GCC 1.1(c): The Consultant is: M/s Pipeline Engineering Consultants Pvt. Ltd.

FOT shall mean sum of Ex-works price including packing and forwarding, GST, Transit appl, transportation and unloading at AGCL designated site/ store.

2 INSPECTIONS AND TESTS

Inspection and tests prior to shipment of Goods and at final acceptance shall be as per Technical Specifications, Quality Control Table, and approved Inspection & Test Procedure. However, without prejudice to the provisions of technical specifications following shall hold good:

- 2.1 The Purchaser or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.
- 2.2 The inspections and tests may be conducted on the premises of the Seller or his sub-contractor (s) at point of Delivery and/or at the destination. When conducted on the premises of the Seller or his subcontractor(s), all reasonable facilities and assistance including access to the production data shall be furnished to the Purchaser's representatives at no charge to the Purchaser.
- 2.3 The Purchaser's right to inspect, test and wherever necessary reject the material after the material's arrival in the Purchaser's country shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the Purchaser or their representative prior to the material shipment from the country of origin.

3 PRICE REDUCTION SCHEDULE (PRS)

- 3.1 In case the Supplier / Contractor fails to deliver any or all the goods to perform the services within the contractual delivery period(s) specified in the agreement for the reasons not solely attributable to the Purchaser and / or subject to the provisions of Force Majeure (Clause of GCC of tender document), the Purchaser shall, without prejudice to its other remedies under the agreement, deduct a sum @ 0.5 % (Half Per Cent) of the value of the undelivered portion per week for delay in supply subject to a maximum ceiling of 5% of order value. The amount to be deducted shall be worked out on the basis of scheduled quantity as defined in the delivery terms at Clause of IFB (DELIVERY TERMS AND DURATION OF THE CONTRACT).
- 3.2 All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.
- 3.3 The value referred to in PRS Clause excluding taxes and duties.

4 PACKING

- 4.1 Vessels, unless provided with their own steel saddles for entire protection, shall be provided with suitable wooden/steel saddles with steel ties and tension rods. The minimum height of the saddle shall correspond to the maximum projected length of the connected attachments, plus an additional clearance of 45mm. Saddles spacing shall depend on the length of the equipment.
- 4.2 Large diameter equipment shall be provided with adequate number of supports to prevent opalization effect while being handled. This support shall not be removed until the equipment is placed in position at job site.
- 4.3 All connections/protrusions shall be suitably protected. Flanges shall be provided with bolts on metal covers (minimum 5 mm thk.) using at least four bolts. (Wiring on covers is not acceptable). For ocean shipment, flanged openings shall be additionally covered with heavy plastic bags taped to nozzle. All tell-tale holes shall be plugged with hard grease before dispatch. Tapped orifices shall have threaded plugs.

5 DELIVERY AND DOCUMENTS

Bidder to note that delivery shall be done at AGCL's Store, Assam as per SOR. Upon delivery of the Goods to the transporters/ carriers, the Supplier shall notify the Purchaser/ Consultant and fax/ mail the following documents to the Purchaser/ Consultant:

- (a) LR or GR
- (b) Packing List showing weight and dimension of each package
- (c) Manufacturer's factory inspection complying the technical specification as per tender
- (d) Inspection release note issued by Purchaser/ Consultant/ TPIA
- (e) Cargo Insurance
- (f) Dispatch clearance issued by Purchaser/ Consultant
- (g) Likely date of arrival.
- (h) Invoice

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. Final original documents for release of payment shall be submitted at AGCL Duliajan Office and transport copy shall be submitted at the time of delivery at AGCL designated store.

6 SHIPMENT

- 6.1 The Bidder shall make shipment only after obtaining dispatch clearance from Purchaser. For getting dispatch clearance, bidder has to submit inspection release note issued by Third Party Inspection agency/ Purchaser's authorized representative to the Purchaser.
- 6.2 The bidder shall provide details of adequate coverage of transit insurance along with dispatch documents.

7 PAYMENT TERMS

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Supply of USM Check Meter:

- 7.1 **90%** of Invoice value will be paid within 30 days through e-banking against receipt & acceptance of materials against submission of Invoices as per GST act, in triplicate & after adjustment of PRS, if any, along with:
- a. Inspection release note by Purchaser/Consultant/ TPI of AGCL.
 - b. GR/ LR (Original)
 - c. Packing List
 - d. Documents as specified in the Technical Specifications / Material Requisition, of the bid Documents.
 - e. Proof of custom clearance including payment of custom duty for imports permitted in the contract, if applicable.
 - f. Dispatch Instruction / clearance by purchaser.
- 7.2 Balance **10%** amount of GST Invoice value shall be paid within 30 days of receipt & acceptance of goods at site and against submission of No dues and No claim.

8 MODE OF PAYMENT

- 8.1 Payment shall be released within a period of thirty (30) days of receipt of invoices with all relevant / supporting documents, by AGCL through cheque/ RTGS.
- 8.2 The Bidder's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered, and by documents submitted, and upon fulfilment of other obligations stipulated in the Agreement.
- 8.3 Any payment which in reasonable opinion of the Purchaser is not payable and/or not due and accordingly informed to the Bidder shall be considered as disputed payment and such payment or part thereof shall be released as per GCC on satisfactory resolution of dispute.
- 8.4 Any release of payment by the Purchaser to Bidder shall not relieve the latter from any of its obligations, whatsoever.

9 WARRANTY PERIOD

- 9.1 Warranty period shall be 12 months after the Goods, or any portion thereof as the case may be, have been put into operation or 18 months from the date of delivery as per delivery terms (FOT Site) for the last supply of particular lot, whichever is earlier.

10 CONTRACT PERFORMANCE BANK GUARANTEE

- 10.1 The successful bidder shall furnish to the purchaser the Contract Performance Bank Guarantee (CPBG) equivalent to 3% of the total order value (total order value will be cost of supply of material including charges for storage yard but excluding taxes and duties) within a period of twenty-one (21) Days from the date of issue of Purchase/ Work Order. The CPBG should initially be kept valid for 90 days beyond the guarantee/ warranty period.
- 10.2 All bank guarantees will also have 30 days claim period beyond expiry date.
- 10.3 The proceeds of the Contract-Cum-Equipment Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss or damage resulting from the Supplier's failure to complete its obligations under the Agreement.

- 10.4 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.
- 10.5 A bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India and registered with RBI.
- 10.6 The Contract Performance Guarantee will be discharged by the Owner and returned to the Supplier not later than thirty (30) days following the date of completion of all the Supplier's performance obligations under the Contract, including any warranty obligations.

11 AGCL BANKING DETAILS REQUIRED FOR CPBG

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

SECTION-V FORMS & FORMATS

FORM F-1

BIDDER'S GENERAL INFORMATION

1.	Bidder Name	
2.	Name of Contact Person	
3.	Mobile No. of Contact Person	
4.	Numbers of Years in Operation	
5.	Address of Registered Office	
6.	Operation Address (If different from above)	
7.	Telephone Number	
8.	Mobile Numbers if any	
9.	E-mail address	
10.	Website	
11.	Fax Number	
12.	ISO Certifications, if any (If yes, please furnish details)	
13.	Bid Currency	
14.	Port of shipment	
15.	Whether Supplier / Manufacture / Dealer / Trader / Service provider	
16.	Type of Material Supplies	
17.	Nature of firm Partnership firm/Prop firm / LLP/ Private limited /Public Ltd/Others	
18.	If others please specify	
19.	Details of Directors/ Proprietors / Partners	(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes along with the supporting documents)
20.	Bankers' Name	
21.	Branch	
22.	Branch Code	
23.	Bank account numbers	
24.	PAN No.	
25.	Whether SSI Registrant or not	
26.	GSTN Registration no	

FORM F-2

BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.:
Date:
To,
M/s. Assam Gas Company Limited
P.O. Duliajan, Dist. Dibrugarh,
Assam-786602

TENDER NO. _____ FOR SUPPLY OF
_____ WHEREAS..... (HEREINAFTER
CALLED 'THE Bidder' has submitted his Bid dated..... for supply of
..... (Herein after called 'The Bid') KNOW ALL MEN by these
presents that WE (hereinafter called 'The Bank') are
bound unto Assam Gas Company Limited', P.O. Duliajan, Dist. Dibrugarh, Assam-786602
(herein after called 'AGCL') in the sum of For which payment
well and truly made to AGCL, the BANK binds itself its successor and assigns by these
presents. Sealed with the Common Seal of the said BANK this Day of
.....year.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by AGCL during the period of bid validity.
 - a) Fails or refuses to execute the Contract Form, if required: or
 - b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to the Bidder.

We undertake to pay AGCL up to the above amount upon receipt of its first written demand, without AGCL having to substantiate its demand, provided that in its demand AGCL will note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this guarantee is issued.

(Signature of the BANK)

(Signature of the Witness)
Name & address of Witness:
Date:

FORM F-3

POWER OF ATTORNEY

(To be submitted **on** the letter-head of company)

Tender No.: _____ Tender Description: _____

Name of Bidder: _____

“The undersigned _____(Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s _____(Name of bidder) whose registered address is _____and does hereby appoint Mr./Ms _____ [name of authorized person/(s)] _____ (Designation) of M/s _____(Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually)and all subsequent communications, agreements, documents etc., in the name and on behalf of the company in connection with the tender no. _____ for _____ (Name of work).

The Signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder)

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

(*) In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor (for Proprietorship firm) in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

FORM F – 4 A

ANNUAL TURNOVER

Bidder must fill in this form.

Annual Turnover data for the last 3 financial years:

Year		Amount (in INR)
Year 1:	2022-23	
Year 2:	2021-22	
Year 3:	2020-21	

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER

FORM F – 4 B
FINANCIAL STATUS
Bidder must fill this form.

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	For the year of 2022-23
	Amount (In INR)
1. Current assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	

- Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the bidder.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER

FORM F – 5

**FORMAT FOR CERTIFICATE FROM BANKIF BIDDER'S
WORKING CAPITAL IS INADEQUATE**
(To be provided on Bank's Letter Head)

To,

M/s. Assam Gas Company Limited
P.O. Duliajan, Dist. Dibrugarh, Assam-786602

Dear Sir,

This is to certify that M/s (Name of the bidder with address)
(hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for AGCL's RFQ/Tender
no. _____ dated _____ for _____ (Name of the
supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have
to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s _____ (name of the Bank with address) confirms
availability of line of credit to M/s _____ (name of the bidder) for at least
an amount of Rs. _____.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent
USD) and the undersigned is authorized to issue this certificate.

Yours truly
for
(Name & address of Bank)

(Authorized signatory)
Name of the signatory :
Designation :
Stamp

FORM F-6

CHECK LIST FOR AGREED TERMS AND CONDITIONS

S. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Price Basis	FOT-Site (AGCL's Store)
2.	Firm & Fixed Prices	Accepted
3.	Supply as per scope defined in the Tender documents	Included
4.	All Taxes, duties, levies, etc. included in price	Included
5.	Packing & Forwarding is Included in unit price	Included
6.	Validity of Contract & Delivery period (As per Tender document)	Accepted
7.	Guarantee Clause	Accepted
8.	Price Reduction Schedule as per Tender document	Accepted
9.	Term of Payments (As per Tender document)	Accepted
10.	Contract Performance Bank Guarantee to be submitted in Twenty-One (21) days	Accepted
11.	Validity of bid & bid security	Accepted
12.	Tender Processing fee amount: Receipt of Online Payment..... Dtd.....for	Yes
13.	EMD of requisite amount submitted : Details of EMD: Online Payment Receipt no..... Dtd.....for	Yes
14.	Price Quoted as per SOR.	Yes
15.	Deviation / exception Form 7	Yes
16.	Defect Liability Period	Accepted
17.	General & Special Conditions of Contract & Technical terms and conditions of the Tender	Accepted
18.	Splitting of qty. among bidders	Not Applicable
19.	GST @....% as applicable	Included
20.	Place of Works/ God own for dispatch

Name of the Bidder : M/s

Signature :

Name :

Designation :

Date

Seal:

FORM F-7

DEVIATION FORM (On Bidder's letter head)

To,
M/s. Assam Gas Company Limited
P.O. Duliajan, Dist. Dibrugarh, Assam-786602

Notes

- 1) BIDDER may give here a consolidated list of deviations / clarifications / comments for all sections of the bid documents which for an appropriate offer are considered unavoidable by him.
- 2) Deviations / clarifications mentioned elsewhere in the offer shall not be binding on the AGCL and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
- 3) BIDDER shall state the reason for the deviations in the remark column.
- 4) Only the deviations listed herein, in conjunction with the original Tender shall constitute the contract document for the award of the job of the BIDDER.

Sec No./ Cls. No.	Page No.	Requirements as per tender	Deviation by Bidder	Clarification / Comments by Bidder	Remarks

The bidder confirms that all clauses of the tender document, which are not listed above are fully complied by the bidder.

(Signature of the bidder)

**FORM F – 8
DECLARATION (on Bidder's letter head)**

To,
M/s. Assam Gas Company Limited
P.O. Duliajan, Dist. Dibrugarh, Assam-786602

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

We also confirm that we have not been banned or delisted by any Indian Government organisation or its undertaking from quoting.

SEAL AND SIGNATURE OF BIDDER

FORM F- 9
PROFORMA FOR LETTER OF AUTHORITY

Ref. No.

Date:

To,

M/s. Assam Gas Company Limited
P.O. Duliajan, Dist. Dibrugarh, Assam-786602

Sub: Bidding Document for

We _____ hereby
authorise following representative (s) to attend the Un-priced Bid opening and Priced Bid
opening against above Bidding Document:

1. Name & Designation _____ Signature _____

2. Name & Designation _____ Signature _____

We confirm that we shall be bound by all and whatsoever our representative(s) shall
commit.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be
signed by a person competent and having the power of attorney to bind the bidder.

SEAL OF THE COMPANY

FORM F-10
DETAILS OF LITIGATION (ON BIDDER'S LETTER HEAD)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.

SEAL OF THE COMPANY

**FORM F - 11
(COVERING LETTER ON LETTER HEAD)**

To,

Date:

Subject: Certificate regarding.....

Dear Sir,

We.....(name of the Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s.....
.....(name of the bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place
Date

(Signature)
Name of authorised Signatory
Membership No.

Encl.: As above

Note: Submission of this form is Mandatory for all the bidders.

FORM F- 12

FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT

CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(For supply of Goods/Works/Services)

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following.

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount
Year 1: 2022-23	
Year 2: 2021-22	
Year 3: 2020-21	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year: 2022-23
	Amount (Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm:
signatory]

Chartered Accountant

Date:

[Signature of Authorized

Name:

Designation:

Seal:

Membership no.

Instructions:

- 1. The financial year would be the same as one normally followed by the bidder for its Annual Report.**
- 2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personnel being considered as non-responsive.**

3. For the purpose of this Tender document (i) Annual Turnover shall be “Sale value/Operating Income” (ii) Working capital shall be “Current Assets less Current Liabilities” and (iii) Net Worth shall be “Paid up share capital and free reserves & Surplus”

FORM F-13

DECLARATION ON TENDER DOCUMENT PURCHASED / DOWNLOADED (on Bidder's letter head)

Ref. No.

Date:

To,
M/s. Assam Gas Company Limited
P.O. Duliajan, Dist. Dibrugarh, Assam-786602

Sub: - Bid Document no _____ for
_____ (Volume I & II) Corrigendum & Reply to bidder's queries etc.

Sir,

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation form is not to be taken into account.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

FORM F-14

FORMAT FOR SUPPLY RECORDS OF GOODS FOR MEETING BEC

Sr. no.	Purchase Order no.	Purchaser Name	Ordered Quantity	Supplied Quantity	IRN no./ DCN/ Taxable Invoice no.	Sr. No. of pages
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Bidder shall submit this form along with relevant document with proper numbering.

**ASSAM GAS COMPANY LIMITED
(A GOVT. OF ASSAM UNDERTAKING)**

Tender No: _____ Dated: ___/___/2023.

FORM F-15 (Proforma for Performance Guarantee - Unconditional)

[On stamp paper of appropriate value]

[From a scheduled bank]

Date:

Loan / Credit No:

IFB No:

[Name of Contract]

To: [Name and address of Purchaser]

Subject: Bank Guarantee No. [insert]

WHEREAS, [insert] a company incorporated under [insert] having its registered office at [insert] and a company incorporated under [insert] having its registered office at [insert] and a company incorporated under [insert] having its registered office at [insert] (collectively hereinafter referred to as the "Supplier/Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) have entered into a Contract for _____ for [insert description of the Project] at [insert location State of Assam, India], dated [insert] (hereinafter such agreement,

as amended modified or supplemented, referred to as the "Contract") with AGCL a company duly incorporated and existing under the laws of India having its registered office at Duliagan (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

WHEREAS, it has been stipulated under Clause of the Special Conditions of contracts/ General Conditions of Contract that the Supplier/Contractor is obliged to furnish to AGCL an irrevocable, unconditional, first demand bank guarantee issued by specified financial institutions acceptable to AGCL, for a sum equal to 3% (three percent) of the Order Value/Contract Value for the due performance by the Supplier/Contractor of the Contract. AND WHEREAS, [insert] having its registered office at [insert] and a branch office at [insert name of city in India] India, hereinafter referred to as the "Bank" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being a schedule bank in India and acceptable to AGCL, has at the request of the Supplier/Contractor agreed to issue this performance bank guarantee in favour of AGCL.

NOW THEREFORE THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

- 1) The Bank hereby undertakes the pecuniary responsibility of the Supplier/Contractor to AGCL for the due performance of the Contract and for the payment of any money by the Supplier/Contractor to AGCL and hereby issues in favour of AGCL this irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the "Guarantee") on behalf of the Supplier/Contractor in the amount of Indian Rupees / USD [insert] (insert an amount equal to Three percent (3%) of the Contract Value) (hereinafter referred to as the "Guarantee Amount".]
- 2) The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to AGCL without any demur, reservation, cavil, protest or recourse; immediately on receipt of first written demand from AGCL, any sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of Indian Rupees /USD [insert] (insert an amount equal to Three percent (3%) of the Order Value/Contract Value) without AGCL needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between AGCL and the

Supplier/Contractor in respect of the performance of the Contract or moneys payable by Supplier/Contractor to AGCL or any matter whatsoever related thereto.

- 3) The Bank acknowledges that any such demand by AGCL of the amounts payable by the Bank to AGCL shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier/Contractor to AGCL.
- 4) The Bank hereby waives the necessity for AGCL from demanding the aforesaid amount or any part thereof from the Supplier/Contractor and also waives any right that the Bank may have of first requiring AGCL to pursue its legal remedies against the Supplier/Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
- 5) The Bank further unconditionally agrees with AGCL that AGCL shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - (i) vary and/or modify any of the terms and conditions of the Contract,
 - (ii) extend and/or postpone the time for performance of the obligations of the Supplier/Contractor under the Contract, or
 - (iii) forbear or enforce any of the rights exercisable by AGCL against the Supplier/Contractor under the terms and conditions of the Contract

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of AGCL or any indulgence by AGCL to the Supplier/Contractor or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

- 6) The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by Purchaser to timely pay or perform any of its obligations under the Contract.
- 7) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that Purchaser receives the full amount due hereunder as if no such withholding had occurred.
- 8) This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Supplier/Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization, dissolution or insolvency of any member of the Supplier/Contractor or any other circumstances whatsoever.
- 9) This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by AGCL to secure the performance of the obligations of the Supplier/Contractor under the Contract.
- 10) The Bank agrees that AGCL at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Supplier/Contractor.
- 11) Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after [insert] (insert the date as per clause 16).
- 12) AGCL may assign this Guarantee to any person and in such case AGCL shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
- 13) All disputes arising under this Guarantee shall be referred to a tribunal comprising three (3) arbitrators under the (Indian) Arbitration and Conciliation Act, 1996. Each Party to the arbitration shall appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). The decision(s) of the Arbitral Tribunal shall be final and binding on the Parties. The venue of arbitration shall be Dibrugarh, Assam. This

Clause 13 shall survive the termination or expiry of this Guarantee. The governing law of the arbitration shall be the substantive laws of India.

- 14) This Guarantee shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause (13) above the courts at [Dibrugarh] shall have jurisdiction over all matters arising out of or relating to this Guarantee.
- 15) The Bank has the power to issue this Guarantee in favour of AGCL. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed Indian Rupees/ USD [insert] (insert an amount equal to Three percent (3%) of the Contract Value).
- 16) Notwithstanding anything contained herein, this Guarantee shall be valid up to ninety (90) days beyond the expiry of defect liability period, written notice of which shall be provided to the Bank, whichever occurs later. Any claim under this Guarantee must be received by us before the expiry of the validity period of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Owner under this guarantee will cease. However, if such a claim has been received by us by the said date. All the rights of AGCL under this guarantee shall be valid and shall not cease until we have satisfied that claim.
- 17) No action, event or condition which by any Applicable Law should operate to discharge the Bank from liability hereunder shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
- 18) Capitalized terms not otherwise defined herein shall have their respective meanings given such terms set forth in the Contract.

IN WITNESS WHEREOF the Bank, through its authorized officer, has set its hand and stamp on this [insert] day of [insert] 2023.

(Signature)

[insert name of signatory]
[insert designation of signatory]
(Duly Authorized representative)
Vide power of attorney No. [insert]
Dated [insert]
Witness
[insert]
[insert]

Note: Validity of bank guarantee shall be, delivery period + 12 months' warrantee period + 90 days

FORM F – 16

ACCEPTANCE OF DELIVERY SCHEDULE

To,
M/s. Assam Gas Company Limited
P.O. Duliajan, Dist. Dibrugarh,
Assam-786602

Notes:

- i. Bidder to state acceptance of delivery schedule as mentioned in tender documents in **Table A**.
- ii. Bidder complying with the delivery schedule as mentioned in tender document must mention **“ACCEPTED”** in Acceptability column against each lot defined in **Table A**
- iii. Bidder not complying with delivery schedule as mentioned in the tender document must mention **“NOT ACCEPTED”** in Acceptability column against each lot with respective reasons in Remarks column in **Table A**
- iv. Bidders not complying to delivery schedule as mentioned in tender documents must propose suitable delivery schedule along with reasons for deviations in remarks column in **Table B**

TABLE A


Item Description	Delivery Schedule from date of issue of LOI/WO	Acceptability	Remarks
USM Meters	Delivery period shall be 3 (Three) months		

TABLE B

Item Description	LOT	Quantity (UoM)	Delivery Schedule from date of issue of LOI	Remarks

SEAL OF THE COMPANY

FORMAT FOR BIDDER'S PREBID QUERIES

		PRE BID QUERIES Project Name: _____ Tender No: _____ Dated _____ DATE : _____			
Sl. No.	Tender Clause No./ Annexures	Page No.	Tender Description	Bidder's Query	PMC/Client Response
COMMERCIAL QUERIES					
1					
2					
3					
TECHNICAL QUERIES					
1					
2					
3					
NOTE:- Bidder to submit their Pre-Bid Queries in microsoft excel format only.					

NOTE: - BIDDER TO SUBMIT THEIR PREBID QUERIES IN EXCEL FORMAT ONLY

SECTION – VI SCHEDULE OF RATES (SOR)

Schedule of Rates (SOR) / In Price column should be mentioned as “Quoted” must be submitted along with unpriced bid documents.